



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
December 18, 2023

AMENDED AGENDA NO. 2023-24-RG

City Council meetings are broadcast live on local Wow! Channel 42 and online streaming (visit <https://www.madisonal.gov/709/view-city-council-meeting>) for access. Members of the public who would like to weigh in on a Council matter but do not want to attend, may contact the City Clerk's Office or the Mayor's Office (contact information on City website www.madisonal.gov) or text the word "comment" to 938-200-8560

1. CALL TO ORDER

2. INVOCATION

A. Pastor John Dees

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-23-RG, dated December 11, 2023

7. PRESENTATIONS AND AWARDS

A. Fire Department badge Pinning Ceremony for 2023 promotions. Presentation of 35-year pin to David Glassman. Presentation of firefighter awards for a life-save. Firefighter of the year

B. Presentation of Awards by Police Chief Johnny Gandy to both Sergeant Michael Dixon and Officer Luke Alexander. Luke Alexander is the first Madison officer to receive the Department's Silver Star medal.

8. PUBLIC COMMENTS

Public comments are limited to 3 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk by noon on the Friday prior to the meeting. Anyone who cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date, and address comments to citycouncil@madisonal.gov

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular & Periodic Bills to be paid

- B. Approving two quotes from Sportgraphics for padding at Toyota Field: Material Quote \$3,703.00 and Installation Quote \$5,700.00 (to be paid from the Multi-Use Venue Maintenance Fund checking)
- C. Authorizing acceptance of Pricing Proposal with Microsoft through SHI for annual licensing of Microsoft Office 365 Apps, Teams, and Exchange Online in the amount of \$69,127.25 (to be paid from Information Technology Department budget)
- D. Authorization of payment to CDG Engineers & Associates Inc. in the amount of \$3,872.50 for work performed on design of a new traffic signal for County Line Road and Royal Drive extension through November 28, 2023 on Project No. 23-008 (Invoice No 2579) (to be paid from Fund 38)
- E. Authorization of payment (Draw #5) to Enfinger Development, Inc. in the amount of \$120,327.75 for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (to be paid from Fund 38)
- F. **Resolution No. 2023-363-R:** Approving an Annual Appropriation Agreement with Big Brothers Big Sisters of the Tennessee Valley for FY 2024 in the amount of \$7,500 (to be paid from General Operating account)
- G. **Resolution No. 2023-364-R:** Approving an Annual Appropriation Agreement with the Community Free Dental Clinic for FY 2024 in the amount of \$2,500 (to be Paid from General Operating account)
- H. **Resolution No. 2023-365-R:** Approving an Annual Appropriation Agreement with the Land Trust of North Alabama for FY 2024 in the amount of \$5,000.00 (to be paid from General Operating account)
- I. **Resolution No. 2023-366-R:** Approving an Annual Appropriation Agreement with the Madison County Health Department for FY 2024 in the amount of \$30,000 (to be paid from General Operating account)
- J. **Resolution No. 2023-367-R:** Approving an Annual Appropriation Agreement with the U.S. Space and Rocket Center for FY 2024 in the amount of \$10,000 (to be paid from General Operating account)
- K. **Resolution No. 2023-425-R:** Authorizing an agreement with Chorba Contracting Corporation for renovations to the Toyota Field Weight/Training Rooms in the amount of \$62,159 (to be paid from the Multi-Use Venue Maintenance Fund Checking)
- L. **Resolution No. 2023-427-R:** Providing for the disposition of personal property of negligible value, formerly used by the Fire Department, via online auction through GovDeals website, pursuant to Section 16-108 of the City of Madison Code of Ordinances
- M. Acceptance of donation from M. Flurer in the amount of \$25 (to be deposited into Senior Center donation account)
- N. Acceptance of a donation from Chambers Bottling Company in the amount of \$60.60 (to be deposited into Fire Department donation account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment of Hannah Huddleston to Place 6 of the Industrial Development Board with a term expiration of December 31, 2029

12. PUBLIC HEARINGS

Public comments during public hearings are limited to 5 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk no later than noon on the Friday prior to the meeting. Anyone would cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date and address comments to citycouncil@madisonal.gov.

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Resolution No. 2023-413-R**: Award Bid No. 2023-011-ITB, Intersection Improvements at Wall Triana Highway and Gillespie Road, to Grayson Carter & Son Contracting, Inc., in the amount of \$387,127.56 (to be paid from Capital Fund: 38-150-000-2941-09)
- B. **Resolution No. 2023-414-R**: Amendment to a Professional Services Agreement with Grayson Carter & Son Contracting, Inc. in an amount not to exceed \$4,095 for the addition of a handrail to the wing wall on Project No. 22-019 (to be paid from Engineering Department budget)
- C. **Resolution No. 2023-418-R**: Authorizing a Professional Services Agreement with Somers Consulting Services, LLC in an amount not to exceed \$28,000 for analyzing the traffic operations for various intersection signal timing scenarios and coordination on Project No. 24-008 | timing on County Line Road (to be paid from Engineering Department budget)

PLANNING

- A. **Proposed Ordinance No. 2023-419**: Vacation of utility and drainage easement located within Tract 4 and Tract 5 of the Final Plat of Bellawoods Subdivision - Phase 1 (First Reading)
- B. **Resolution No. 2023-420-R**: Acceptance of approximately 23 acres of land located south of Huntsville-Browsferry Road for park purposes

LEGAL

- A. **Resolution No. 2023-426-R**: Authorizing a one-month lease of property located at 28600 Huntsville - Browns Ferry Road (\$1,500 to be paid by tenants)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

Agenda Note: It should be noted that there are times when circumstances arise that require items be added to or deleted from the agenda at time of the Council meeting. Also all attached documents are to be considered a draft until approved by Council.

All attendees are advised that Council meetings are televised and that their statements and actions are therefore viewed by more than just those attending the meetings.



**MINUTES NO. 2023-23-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
December 11, 2023**

The Madison City Council met in regular session on Monday, December 11, 2023 at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Pastor John Ryberg, The United Methodist Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Absent
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Coordinator Garrett Gillott, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Deputy Revenue Ivon Williams, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren, Director of Human Resources Megan Zingarelli, City Administrator Steve Smith, Economic Development and External Affairs Officer Traci Gillespie, Director of Facilities Gerald Smith.

Public Attendance registered: Margi Daly, John Cole, Jennifer Coe, Judith Miller, Bill Baker, Shema Rizo, Angela Gary, and Daniel Kosabia

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2023-22-RG DATED NOVEMBER 27, 2023

Council Member Shaw moved to approve Minutes No. 2023-22-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Abstain
Council Member John Seifert	Aye

Motion carried.

PUBLIC COMMENTS

*Public Comments were limited to three minutes per speaker. Anyone who wanted to sign up prior to the Council meeting were able to contact the City Clerk at cityclerk@madisonal.gov or text the word "**Comment**" to 938-200-8560. Anyone who wanted to submit a presentation to the City Council were able to email it to the City Clerk by noon last Friday. Those who could not attend the meeting in person and wanted to email their written comments were advised to do so no later than noon this date via email to citycouncil@madisonal.gov.*

MR. JOHN COLE (DISTRICT 4)

Mr. Cole appeared before Council and Mayor Finley to voice his concerns on the following items:

- Gave a presentation regarding accidents occurring at Browns Ferry Road bridge

MS. JUDITH MILLER (DISTRICT 3)

Ms. Miller appeared before Council and Mayor Finley to voice her concerns on the following items:

- Sidewalks at Dublin Village

MS. SHEMA RIZO (DISTRICT 4)

Ms. Rizo appeared before Council and Mayor Finley to voice her concerns on the following items:

- Homosexuality being taught in school, specifically at James Clemens High School

MS. ANGELA GARY (DISTRICT 5)

Ms. Gary appeared before Council and Mayor Finley to voice her concerns on the following items:

- 2023-297-R: Authorizing an agreement with SWATEK, Vaughn & Bryan, LLC

MS. BELINDA SANG (DISTRICT 4)

Ms. Sang appeared before Council and Mayor Finley to voice her concerns on the following items:

- The culvert bridge on Browns Ferry Road

MS. MARGI DALY (DISTRICT 6)

Ms. Daly appeared before Council and Mayor Finley to voice her concerns on the following items:

- Use of City's funds
- Streetlights
- Fire codes
- Tornado shelters

MS. JENNIFER COE (DISTRICT 5)

Ms. Coe appeared before Council and Mayor Finley to voice her concerns on the following items:

- Public safety
- Transparency with use of city's funds

PRESENTATIONS AND AWARDS

CRISTIE CLARK, CAPTURED BY CRISTIE, LLC, PRESENTS THE CITY WITH A FRAMED PRINT OF HER WINNING PHOTO OF DOWNTOWN MADISON

Ms. Christie Clark presented her photo of the historic train that runs through Downtown Madison which will be hung in the City of Madison lobby of the Municipal Building.

Mayor Paul Finley expressed his gratitude for Ms. Christie Clark capturing the beauty of Madison and congratulated her on her win.

DONATION OF FIRE ALARM TRAINING PANEL BY STATE SYSTEMS TO MADISON FIRE AND RESCUE TO PROVIDE HANDS-ON TRAINING FOR PERSONNEL TO ASSESS FIRE ALARM CONDITIONS INVOLVING SMOKE DETECTORS, HEAT DETECTORS, DUCT SMOKE AND OTHER FIRE ALARM DEVICES

Deputy Fire Chief Dustin Spires explained the functionality of the fire alarm panel and thanked Bob Lupo, David Hait and Justin Brown from State Systems for all their efforts and their donation to Madison City Fire Department.

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member Spears shared the Finance Committee reviewed all the periodic bills to be paid and found them all in order.

Council Member Spears moved to approve the Consent Agenda and Finance Committee report as follows:

General Operating Account	\$2,007,421.61
Special General Operating Accounts	\$101,967.15
ADEM Storm Drainage	\$1,081.19
1/2 Cent Capital Replacement	\$141,117.05
Gasoline Tax & Petroleum Inspection fees	\$48,601.93
Street Repair and Maintenance	\$3,047.73
CIP Bond Accounts	\$1,488,377.13
Library Building Fund	\$8,813.54

Regular and periodic bills to be paid

Resolution No. 2023-358-R: Approving an Annual Appropriation Agreement with the Madison City Disability Advocacy Board for FY 2024 in the amount of \$4,500 (to be paid from General Operating account)

Resolution No. 2023-359-R: Approving an Annual Appropriation Agreement with the Riley Center for FY 2024 in the amount of \$7,500 (to be paid from General Operating account)

Resolution No. 2023-360-R: Approving an Annual Appropriation Agreement with the United Way of Madison County for FY 2024 in the amount of \$10,000 (to be paid from General Operating account)

Resolution No. 2023-361-R: Approving an Annual Appropriation Agreement with the Huntsville Madison County Chamber of Commerce for FY 2024 in the amount of \$45,000 (to be paid from General Operating account)

Resolution No. 2023-362-R: Approving an Annual Appropriation Agreement with the Huntsville Botanical Gardens for FY 2024 in the amount of \$15,000 (to be paid from General Operating account)

Resolution No. 2023-399-R: Declaring two Dell Monitors as surplus property formerly used by the Police Department. The Monitors are of negligible value and authorizing the disposal of said property

Resolution No. 2023-412-R: Amending contract with Tidewater Landscape Management to add monthly groundskeeping services at the Wellness Center, located at 190 Graphics Drive in the amount of \$150.00 per month/ \$1,800.00 per year (to be paid from Facilities and Grounds Department budget)

Resolution No. 2023-422-R: Authorizing a three-year subscription agreement with Wow! Business for internet services for the property located at 230 Business Park Boulevard, Building 23A (Public Safety Annex) (to be paid from Information Technology Department budget)

Resolution No. 2023-423-R: Authorizing a three-year subscription agreement with Wow! Business for internet services for the property located at 190 Graphics Drive (Wellness Center) (to be paid from Information Technology Department budget)

Resolution No. 2023-424-R: Authorizing a three-year subscription agreement with Wow! Business for internet services for the property located at 228 Mose Chapel (Sunshine Oaks) (to be paid from Information Technology Department budget)

Authorization of payment to MidSouth Paving Inc. in the amount of \$119,318.37 for asphalt paving Sullivan - Browns Ferry (to be paid from 2019 Gas Tax Fund account)

Authorization to solicit bids for tree cutting services in connection with Project No. 20-008 | Browns Ferry Culvert - Bridge Replacement

Acceptance of Senior Center Donation from L. Tucker for \$30.00

Council Member Shaw seconded. The roll call vote to approve the Consent Agenda was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

Mayor Finley reported on the following activities, events, and newsworthy items:

- The City is working on getting signs back up at Browns Ferry Bridge area. The city Engineer will give more information on that.
- The Christmas Parade went off without a hitch even after having to be rescheduled thanks to Recreation and Public Works who came together to make it possible.

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

No new business

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

Council Member Spears reported on the following activities, events, and newsworthy items:

- Spoke about being part of a community with such great holiday events
- The next Finance Committee meeting will be December 18th at 8 a.m.

COUNCIL DISTRICT NO. 3 TEDDY POWELL

Absent

COUNCIL DISTRICT NO. 4 GREG SHAW

No new business

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

Council Member Bartlett reported on the following activities, events, and newsworthy items:

- Attended the Madison Chamber event and the Chamber has tripled in size this past year
- Thanked the City Staff for everything they have done and keeping the City safe

COUNCIL DISTRICT NO. 6 KAREN DENZINE

Council Member Denzine reported on the following activities, events, and newsworthy items:

- Thanked all who worked on the Christmas Parade
- Christmas Capers will be held on Sunday at 4 p.m.

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

No new business

BOARD/COMMITTEE APPOINTMENTS**APPOINTMENT OF CINDI SANDERSON, CHAIR TO PLACE 5 OF THE MADISON STATION HISTORIC PRESERVATION COMMISSION WITH A TERM EXPIRATION OF OCTOBER 27, 2027**

Council Member Wroblewski reappointed Cindi Sanderson to Place 5. There being no further nominations, Cindi Sanderson appointed by acclamation.

PUBLIC HEARINGS

Speakers and public hearing applicants who wanted to address agenda items listed under this section of the agenda were instructed to reserve their comments for the public hearing. Before or during the Council Meeting they were asked to sign up for the public hearing at which they wanted to address Council by texting the word "COMMENT" to the City's automated SMS system at 938-200-8560 or by filling out a card available in the vestibule or from the City Clerk. The project initiator, applicant, owner or agent of the business or property that is the subject of the hearing was allowed to speak for 15 minutes. Residents within the noticed area of the subject property, as well as all other members of the public, were allowed to speak for 5 minutes.

RESOLUTION NO. 2023-409-R: REQUEST FOR AN OFF-PREMISES BEER AND WINE LICENSE FROM CIRCLE K STORES INC., DOING BUSINESS AS CIRCLE K STORE NO. 2707201, FOR THEIR LOCATION AT 11990 COUNTY LINE ROAD

Deputy Revenue Officer Ivon Williams informed the Council that this is a new request for this location and added that everything is in order for Council action.

Council President Bartlett opened the floor for public comments regarding this request.

Margi Daly voiced concerns that liquor licenses are issued near schools requesting a map.

Council President Bartlett asked if there were any more public comments and with there being no more, public comments were closed.

Council Member Seifert moved to approve Resolution No. 2023-409-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO 2023-391-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR FINAL DESIGN FOR PALMER ROAD APPROACHES AND BRIDGE REPLACEMENTS OVER BRADFORD CREEK AND MILL CREEK ON PROJECT 22-006 IN AN AMOUNT NOT TO EXCEED \$211,049.35 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2023-391-R. Council Member Shaw seconded. Council Member Denzine asked if a sidewalk would be included in the bridge. City Engineer Michael Johnson stated there would be increased costs for a custom bridge size and will be restoring the pedestrian crossings down by the park. Council Member Shaw asked for clarification on the design. City Engineer Michael Johnson explained the analysis assessments and the final design option chosen. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye

Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-410-R: AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH J.W. KENNEDY FOR ADDITIONAL SURVEY AT EASTFIELD DRIVE AND PEBBLEBROOK CIRCLE WITH PREPARATION OF ADDITIONAL LEGAL DESCRIPTIONS ON THE GOOCH SIDEWALK EXTENSION PROJECT NO 22-023 IN THE AMOUNT OF \$4,200.00 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2023-410-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-411-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MILLER AND MILLER INC. IN AN AMOUNT NOT TO EXCEED \$15,250.00 FOR CONCRETE HEADWALL AND GUARDRAIL REPAIR ON SEGERS ROAD BRIDGE SOUTH OF HARDIN OAK DRIVE, PROJECT NO. 24-009 (TO BE PAID FROM CONTINGENCY LINE ITEM IN GENERAL SERVICES DEPARTMENT)

Council Member Spears moved to approve Resolution No. 2023-411-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

City Engineer Michael Johnson updated the Council on the Browns Ferry culvert widening project. We had previously solicited bids for the tree clearing but have decided to put this in the consent agenda to begin the bid process and possibly award it in January for the tree removal, relocating utilities and then bid the project for construction. Mayor Finley addressed the discussion from Council regarding speeding there. City Engineer Michael Johnson stated several options would be to coordinate with the Police Department for

enforcement and do a speed survey. Mayor Finley also stated that we can get signs up as requested immediately.

FACILITIES AND GROUNDS

RESOLUTION NO. 2023-405-R: AUTHORIZING AN AGREEMENT WITH COOK'S PEST CONTROL FOR TERMITE SERVICES AT THE WELLNESS CENTER, 190 GRAPHICS DRIVE, INITIAL YEAR PAYMENT OF \$2,863 AND \$1,188 ANNUALLY THEREAFTER (TO BE PAID FROM FACILITIES & GROUNDS DEPARTMENT BUDGET)

Council Member Seifert moved to approve Resolution No. 2023-405-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-417-R: AUTHORIZING AN AGREEMENT WITH COOK'S PEST CONTROL FOR PEST CONTROL SERVICES AT THE WELLNESS CENTER, 190 GRAPHICS DRIVE, INITIAL MONTH PAYMENT OF \$370 AND \$185 PER MONTH THEREAFTER (TO BE PAID FROM FACILITIES & GROUNDS DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2023-417-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-421-R: APPRAISAL SERVICES AGREEMENT WITH VALBRIDGE PROPERTY ADVISORS FOR APPRAISAL OF PROPERTY LOCATED AT 4182 SULLIVAN STREET FOR THE APPRAISAL FEE OF \$3,500 (TO BE PAID FROM THE CITY'S CONTINGENCY FUND)

Council Member Spears moved to approve Resolution No. 2023-421-R. Council Member Wroblewski seconded. Council Member Denzine asked what the appraisal is for. Mayor Finley replied the reason is to get an idea based on the appraisal and present to Council options for what to do with that property. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
---------------------------------	-----

Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

HUMAN RESOURCES

RESOLUTION NO. 2023-407-R: APPROVING HOLIDAY OBSERVANCE DATES FOR 2024

Council Member Wroblewski moved to approve Resolution No. 2023-407-R. Council Member Spears seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

POLICE

RESOLUTION NO. 2023-408-R: APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PAS CONSULTING GROUP FOR PROMOTIONAL PROCESS SERVICES IN THE AMOUNT OF \$23,000 FOR FIRST YEAR OF TERM, \$21,000 FOR SUBSEQUENT YEARS OF TERM (TO BE PAID FROM POLICE DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2023-408-R. Council Member Spears seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Council Member Wroblewski reminded that another Council Meeting next Monday. Council Member Denzine thanked citizens for coming to the meeting tonight.

ADJOURNMENT

Having no further business to discuss Council Member Wroblewski moved to adjourn.
The roll call vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

The meeting was adjourned at 7:00 p.m.

Minutes No. 2023-23-RG, dated December 11 , 2023, read, approved and adopted this 18 day of December 2023.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary

Lisa Ritz
Recording Secretary

QUOTATION


SPORTS GRAPHICS
YOUR SAFETY & IMAGE SPECIALISTS

 1791 Page Ave Clarion, IA 50525 (800) 257-6405
 Sales Office Fax: (515) 532-7039 www.sportsgraphicsinc.com

Quote Number:
 76821

Quote Date:
 Dec 1, 2023

Page:

1

Quoted To:

 CITY OF MADISON
 100 HUGHES ROAD
 MADISON, AL 35758
 UNITED STATES

If Ordering, please verify or complete fields below

 Shipping Contact GARRETT FAHRMANN
 Shipping Phone 805.610.3751
 A/P Contact
 A/P Email

Customer ID		Good Thru	Payment Terms	Sales Rep	
CITY OF MADISON		12/31/23	NET 30	DUSTAN M. COONS	
Qty	Item	Description		Unit Price	Amount
1.00	FP DESCRIPTION	**STADIUM FILLER PADS 2023**			
		3" HIGH IMPACT FOAM, GLUED TO 3/4" PLYWOOD BACKING, SEALED ON EDGES AND BACK, COVERED IN UV/MILDEW RESISTANT, 18 OZ VINYL. HARDWARE INCLUDED. PRICED BY SIZE:			
		---FILLER PADS TO CLOSE GAP/CONCRETE CURB UNDER PADDING---(326' 1")			
326.00	FP HPP-W	6" WIDE , 3" HIGH DENSITY FOAM WITH WOOD BACKING --- ENCAPSULATED IN 18 OZ VINYL. PRICE IS PER RUNNING FT		11.00	3,586.00
1.00		NOTE: ESTIMATED 82 PADS			
1.00		NOTE: WILL HANG PADS USING Z-CLIPS INTO THE CONCRETE.			

1.00	FP QD	QUANTITY DISCOUNT		-537.00	-537.00
1.00	FREIGHT	SHIPPING AND HANDLING		654.00	654.00
1.00	INSTALLATION	INSTALLATION DONE BY OTHERS. PLEASE ADVISE IF YOU REQUIRE OUR PROFESSIONAL INSTALLATION SERVICES.			

QUOTE PRICING SUBJECT TO CHANGE BASED ON INFORMATION PROVIDED.

Subtotal	3,703.00
Sales Tax	
TOTAL	3,703.00

QUOTATION


SPORTS GRAPHICS
YOUR SAFETY & IMAGE SPECIALISTS

 1791 Page Ave Clarion, IA 50525 (800) 257-6405
 Sales Office Fax: (515) 532-7039 www.sportsgraphicsinc.com

Quote Number:
 76822

Quote Date:
 Dec 1, 2023

Page:
 1

Quoted To:

 CITY OF MADISON
 100 HUGHES ROAD
 MADISON, AL 35758
 UNITED STATES

If Ordering, please verify or complete fields below

 Shipping Contact GARRETT FAHRMANN
 Shipping Phone 805.610.3751
 A/P Contact
 A/P Email

Customer ID		Good Thru	Payment Terms	Sales Rep	
CITY OF MADISON		12/31/23	NET 30	DUSTAN M. COONS	
Qty	Item	Description		Unit Price	Amount
1.00	INSTALLATION	**ROCKET CITY TRASH PANDAS STADIUM FILLER PADS 2023** ---INSTALLING 82 FILLER PADS--- INSTALLATION - UNINSTALL/RE-INSTALL/ADD PLATES TO ATTACH FILLER PADS/MOBILIZATION -----		5,700.00	5,700.00
1.00		NOTE: QUOTE INCLUDES ALL HARDWARE FOR INSTALLATION.			
1.00		NOTE: CUSTOMER RESPONSIBLE TO OFF LOAD FREIGHT/PALLETS FROM TRUCK AT TIME OF DELIVERY.			
1.00		NOTE: CUSTOMER TO PROVIDE GATOR TO TRANSPORT/STAGE PADS ONTO THE FIELD.			
1.00		NOTE: IF CUSTOMER IS UNABLE TO PROVIDE EQUIPMENT. PLEASE ADD AN ESTIMATED \$3,000 FOR EQUIPMENT RENTAL & SURCHARGES.			
1.00		NOTE: CUSTOMER RESPONSIBLE FOR ALL WASTE REMOVAL FROM JOB SITE IF REQUIRED.			
1.00		NOTE: CUSTOMER TO SUPPLY DUMPSTER(S) FOR ALL WASTE REMOVAL FROM JOB SITE IF REQUIRED.			

**QUOTE PRICING SUBJECT TO CHANGE BASED ON
 INFORMATION PROVIDED.**

Subtotal	5,700.00
Sales Tax	
TOTAL	5,700.00



Pricing Proposal
 Quotation #: 24270394
 Created On: 12/11/2023
 Valid Until: 1/10/2024

AL-City of Madison

Chris White

100 Hughes Road
 IT Department
 Madison, AL 35758
 United States
 Phone: (256) 464-8432
 Fax:
 Email: chris.white@madisonal.gov

Inside Account Manager

Lucas DiStefano

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 888-744-4084
 Fax:
 Email: Lucas_DiStefano@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Office 365 E1GCC User fm ExOnl Microsoft - Part#: AAA-16120 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 1/1/2024 – 12/31/2024 Note: MPSA 4100040771, 12 months	50	\$63.04	\$3,152.00
2	ExchOnline User Microsoft - Part#: AAA-11624 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 1/1/2024 – 12/31/2024 Note: MPSA 4100040771, 12 months	400	\$42.02	\$16,808.00
3	ExchOnline User Microsoft - Part#: AAA-11624 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 1/1/2024 – 12/31/2024 Note: MPSA 4100040771, 12 months	15	\$42.02	\$630.30
4	M365 AppsG User Microsoft - Part#: AAA-11674 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 1/1/2024 – 12/31/2024 Note: MPSA 4100040771, 12 months	385	\$126.07	\$48,536.95
				Subtotal
				\$69,127.25
				Total
				\$69,127.25

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Invoice



RECEIVED

DEC 7 2023

CITY OF MADISON
ENGINEERING DEPARTMENT

City of Madison
100 Hughes Road
Madison, AL 35758

November 30, 2023
Project No: R929122556
Invoice No: 2579

Project R929122556 Madison - County Line Rd & Royal Dr Ext

Professional Services through November 28, 2023

Fee

Billing Phase	Fee	Percent Complete	Earned
Field Survey	4,600.00	100.00	4,600.00
Traffic Study	7,600.00	100.00	7,600.00
Roadway Plans	26,000.00	100.00	26,000.00
Geotechnical Investigation	16,750.00	50.00	8,375.00
Letting Assistance Contract Procurement	3,300.00	0.00	0.00
Total Fee	58,250.00		46,575.00
	Previous Fee Billing		42,702.50
	Current Fee Billing		3,872.50
	Total Fee		3,872.50
	Total this Invoice		\$3,872.50

E. Michelle Dunson
12/8/23

Fund 38
38 - 010 - 000 - 2941 - 07
Proj # 23 - 008
Consent Agenda
12/18/23

PAYMENT OPTIONS:

CHECK • ACH • ZELLE • CREDIT CARD

DISCLAIMER: Effective July 1, 2023, our credit card use fee has increased to 4% per payment.
For additional questions regarding this fee, please contact our Accounting Department at ap.processing@cdge.com.

TERMS: Net 10 Days. When submitting remittance, please include project number. Client shall pay all costs and fees, including, but not limited to, Attorney's fees, incurred by CDG in the collection of any sums due for services rendered and related service expenses.

Remit Payment to: Post Office Box 278, Andalusia, AL 36420

ENFINGER DEVELOPMENT, LLC

MADISON BRANCH HARDIMAN RD ROUNDABOUT

Friday, December 1, 2023

Draw # 5

Cost of Construction

Cost Code	Description	BUDGET	% COMPLETE	TOTAL REQUESTS	PREVIOUS REQUESTS	CURRENT REQUEST
1.0	ENGINEERING					
1.1	Engineering Fees (As Builts, Control Points, Construction Admin.)	\$19,700.00	0%	\$0.00	\$0.00	
2.0	Environmental Permits					
2.1	Environmental Permits (ADEM) Major Modification to Permit	\$1,150.00	30%	\$350.00	\$350.00	
8.0	Legal and Banking					
8.1	Legal Cost	\$3,000.00	0%	\$0.00	\$0.00	
9.0	SURVEY AND SERVICES					
9.1	Geo-Technical (Testing, Proof Rolls and Engineering Evaluation)	\$24,100.00	0%	\$0.00	\$0.00	
10.0	SITE CONSTRUCTION					
10.1	Site Construction Contract	\$731,889.00	51%	\$372,263.36	\$288,119.30	\$84,144.06
12.0	ELECTRICAL					
12.1	Electrical ATC	\$229,116.49	99%	\$226,116.49	\$226,116.49	
12.2	Electrical Installation	\$105,768.00	90%	\$95,191.20	\$93,748.95	\$1,442.25
13.0	WATER					
13.1	Water ATC (No Impact Fees)	\$0.00	0%	\$0.00	\$0.00	
13.2	Water Installation	\$225,382.00	60%	\$135,318.60	\$135,318.60	
15.0	MISCELLANEOUS					
15.1	Construction Contingency (5% of Constr.)	\$53,152.51	100%	\$53,152.51	\$18,411.07	\$34,741.44
15.2	Construction Drawing Copies	\$640.00	37%	\$235.44	\$235.44	
	TOTAL	\$1,393,898.00	63%	\$882,627.60	\$762,299.85	\$120,327.75

ENFINGER DEV, LLC IT'S PRESIDENT:

OLLY ORTON

DATE

12/1/23

DEVELOPMENT MANAGER:

GARY GRAY

DATE

12-03-2023

APPROVED Michael L. Johnson

By Michael L. Johnson at 3:23 pm, Dec 11, 2023

Rev: 07/28/2015 gg

<div> <div> Harbaugh & Sons Construction Co., Inc. 507 Cleveland Ave Huntsville, AL 35801 </div> <div> Madison Branch Roundabout Draw Cumulative Sheet COST CODE 10.1 SITE CONSTRUCTION </div> </div>										DRAW #:		DATE:	
										5		11/25/2023	
Date	Contract amount	C.O. # & Amount +/-	Total with Change Order	Draw #	% This Period	Amount this Draw	Less Retainage 10%	\$ Due this REQ	Total % Comp	Total Retainage	Total Draws	Total Requested	Balance of job
7/25/2023	\$731,889.00		\$731,889.00	1	5%	\$38,659.50	\$3,865.95	\$34,793.55	5%	\$3,865.95	\$38,659.50	\$34,793.55	\$693,229.50
8/25/2023	\$731,889.00		\$731,889.00	2	9%	\$62,613.40	\$6,261.34	\$56,352.06	14%	\$10,127.29	\$101,272.90	\$91,145.61	\$630,616.10
9/25/2023	\$731,889.00		\$731,889.00	3	23%	\$165,583.90	\$16,558.39	\$149,025.51	36%	\$26,685.68	\$266,856.80	\$240,171.12	\$465,032.20
10/25/2023	\$731,889.00		\$731,889.00	4	7%	\$53,275.75	\$5,327.58	\$47,948.18	44%	\$32,013.26	\$320,132.55	\$288,119.30	\$411,756.45
11/25/2023	\$731,889.00		\$731,889.00	5	13%	\$93,493.40	\$9,349.34	\$84,144.06	57%	\$41,362.60	\$413,625.95	\$372,263.36	\$318,263.05
						413,625.95	\$41,362.60	\$372,263.36					
<div> SUBMITTED BY: HARBAUGH & SONS / CONSTRUCTION CO., INC. JOEY HARBAUGH </div> <div> DATE: 11/25/2023 </div>													

Madison Branch Roundabout

11/25/2023

Draw # 5

HARBAUGH

ROSION CONTROL		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Silt Fence TYPE A	2430	LF	\$ 4.00	\$ 9,720.00
2	Hay Bales - Check Dams	5	EA	\$ 30.00	\$ 150.00
3	Curlex Sedimentation Logs	10	EA	\$ 100.00	\$ 1,000.00
4	Big-Bag	40	TN	\$ 35.00	\$ 1,400.00
5	Sod - Disturbed Areas	5,635	SY	\$ 4.50	\$ 25,357.50
6	Construction Entrance & Maintenance (ROAD UP-KEEP)	1	LS	\$ 15,000.00	\$ 15,000.00
Subtotal:					\$ 52,627.50

LANDSCAPE

1	Sod - In Center Roundabout Island	560	SY	\$ 4.50	\$ 2,520.00
Subtotal:					\$ 2,520.00

SITE DEMOLITION

1	Sign Removal	5	EA	\$ 50.00	\$ 250.00
2	RCP Removal	40	LF	\$ 30.00	\$ 1,200.00
3	Asphalt Removal	775	SY	\$ 8.00	\$ 6,200.00
4	Fence Removal	665	LF	\$ 3.00	\$ 1,995.00
5	Fire Hydrant Relocation	1	EA	\$ 4,500.00	\$ 4,500.00
6	Utility Pole Relocation	3	EA	\$ 1,500.00	\$ 4,500.00
7	Telephone Pedestal Relocation	1	EA	\$ 600.00	\$ 600.00
8	Traffic Control	1	LS	\$ 22,000.00	\$ 22,000.00
9	Misc. Demolition	1	LS	\$ 8,800.00	\$ 8,800.00
Subtotal:					\$ 50,045.00

SITE GRADING

1	Clearing and Grubbing (Depends on how much lay down)	1.15	AC	\$ 8,500.00	\$ 9,775.00
2	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
3	Layout and Staking	1	LS	\$ 10,000.00	\$ 10,000.00
4	Strip Topsoil (8") and place where needed	1,476.00	CY	\$ 4.00	\$ 5,904.00
5	STRUCTURAL CUT to be filled	1,165.00	CY	\$ 4.00	\$ 4,664.00
6	NON-STRUCTURAL CUT to be filled	644.00	CY	\$ 7.00	\$ 4,508.00
7	STRUCTURAL Borrow Needed	298.00	CY	\$ 8.00	\$ 2,384.00
8	NON-STRUCTURAL Borrow Needed	515.00	CY	\$ 5.00	\$ 2,575.00
9	Backfill Curb & Gutter	1,430.00	LF	\$ 2.50	\$ 3,575.00
10	Fine Grade Roads 1' behind curb	6,583.00	SY	\$ 1.50	\$ 9,874.50
Subtotal:					\$ 68,259.50

TREES

1	24" Curb and Gutter	1430	LF	\$ 18.50	\$ 26,455.00
2	5' Sidewalks	860	SY	\$ 54.00	\$ 46,440.00
3	Handicap Ramps	2	EA	\$ 3,100.00	\$ 6,200.00
4	12" Base (Shoulder)	265	SY	\$ 32.00	\$ 8,480.00
5	10" Base	4,562	SY	\$ 23.00	\$ 104,926.00
6	4" Base (Sidewalk)	1,039	SY	\$ 16.00	\$ 16,624.00
7	3" Binder	3,874	SY	\$ 17.00	\$ 65,858.00
8	2" Wearing Layer	4,455	SY	\$ 18.00	\$ 80,190.00
9	Concrete (Traffic Splitters, Islands, & Driveway Extension)	553	SY	\$ 75.00	\$ 41,475.00
10	Roadway Striping	1	LS	\$ 32,000.00	\$ 32,000.00
11	Street Signage (Proposal from TRAV-AD 9.19.22)	1	LS	\$ 11,000.00	\$ 11,000.00
Subtotal:					\$ 439,648.00

FORM SYSTEM

1	18" RCP (In Road)	7	LF	\$ 77.00	\$ 539.00
2	36" RCP (In Road)	178	LF	\$ 165.00	\$ 29,370.00
3	36" RCP (Out of Road)	360	LF	\$ 158.00	\$ 56,880.00
4	1CT BOX	1	EA	\$ 4,400.00	\$ 4,400.00
5	Standard SINGLE-WING INLET	4	EA	\$ 4,800.00	\$ 19,200.00
6	Throat Inlet	1	EA	\$ 4,800.00	\$ 4,800.00
7	36" S-P Headwall	1	EA	\$ 3,600.00	\$ 3,600.00
Subtotal:					\$ 118,789.00

10.1 TOTAL \$731,889.00

WATER SYSTEM

1	12" CL 350 DUCTILE IRON PIPE MAIN	1126	LF	\$ 90.00	\$ 101,340.00
2	12" GATE VALVES	7	EA	\$ 3,800.00	\$ 26,600.00
3	Connect to Existing Main	2	EA	\$ 1,500.00	\$ 3,000.00
4	12" X 6" FIRE HYDRANT ASSEMBLY	2	EA	\$ 5,000.00	\$ 10,000.00
5	Storm Pipe CROSSINGS	2	EA	\$ 1,200.00	\$ 2,400.00
6	24" Steel Casing	120	LF	\$ 150.00	\$ 18,000.00
7	12x24" Rubber end seals	6	EA	\$ 220.00	\$ 1,320.00
8	Install 12" Field Lock Gaskets	6	EA	\$ 285.00	\$ 1,710.00
9	12" x 24" Stainless Steel Spacers	18	EA	\$ 174.00	\$ 3,132.00
10	3" Casing	155	LF	\$ 75.00	\$ 11,625.00
11	Fill 12" DI Main with Grout	370	LF	\$ 35.00	\$ 12,950.00
12	Ductile Iron Fittings	1300	LBS	\$ 10.00	\$ 13,000.00
13	Relocate Water Service	2	EA	\$ 350.00	\$ 700.00
14	INJECTION TAP/ SAMPLE TAP	2	EA	\$ 500.00	\$ 1,000.00
15	EXTRA LONG SERVICE	2	EA	\$ 1,800.00	\$ 3,600.00
16	MARKERS	1	EA	\$ 5.00	\$ 5.00
17	TESTING	1	LS	\$ 10,000.00	\$ 10,000.00
18	CHLORINATION	1	LS	\$ 5,000.00	\$ 5,000.00
19	Water ATC	1	LS	\$ -	\$ -
Subtotal:					\$ 225,382.00

ELECTRIC

1	4" PVC	1,260	LF	\$ 21.00	\$ 26,460.00
2	4" Galvanized Long Sweep 90's	3	EA	\$ 478.00	\$ 1,434.00
3	6" PVC	1240	LF	\$ 36.00	\$ 44,640.00
4	6" Galvanized Long Sweep 90's	3	EA	\$ 728.00	\$ 2,184.00
5	5-3 Cabinets	2	EA	\$ 500.00	\$ 1,000.00
6	2" PVC	1800	LF	\$ 16.00	\$ 28,800.00
7	12" x 12" Street Light Boxes	5	EA	\$ 250.00	\$ 1,250.00
Subtotal:					\$ 105,768.00

GRAND TOTAL: \$1,063,039.00

Contract - (Water & Electric) \$731,889.00

Contract Price in Print: \$1,063,039.00						
DRAW #	% PREVIOUS	PREVIOUS DRAW AMOUNT	% THIS PERIOD	AMOUNT THIS DRAW	TOTAL % COMPLETE	TOTAL AMOUNT DRAWS
1	100%	\$ 9,720.00		\$ -	100%	\$ 9,720.00
2		\$ -		\$ -	0%	\$ -
3		\$ -		\$ -	0%	\$ -
4		\$ -		\$ -	0%	\$ -
5		\$ -		\$ -	0%	\$ -
6	100%	\$ 15,000.00		\$ -	100%	\$ 15,000.00
47% \$ 24,720.00 0% \$ - 47% \$ 24,720.00 \$ 24,720.00						

	0%	\$ -	0%	\$ -	0%	\$ -
--	----	------	----	------	----	------

	100%	\$ 1,200.00		\$ -	100%	\$ 1,200.00
	100%	\$ 6,200.00		\$ -	100%	\$ 6,200.00
	100%	\$ 1,995.00		\$ -	100%	\$ 1,995.00
	100%	\$ 4,500.00		\$ -	100%	\$ 4,500.00
	33%	\$ 1,485.00		\$ -	33%	\$ 1,485.00
	100%	\$ 600.00		\$ -	100%	\$ 600.00
		\$ -		\$ -	0%	\$ -
	100%	\$ 8,800.00		\$ -	100%	\$ 8,800.00
50% \$ 24,780.00 0% \$ - 50% \$ 24,780.00 \$ 24,780.00						

	100%	\$ 9,775.00		\$ -	100%	\$ 9,775.00
	100%	\$ 15,000.00		\$ -	100%	\$ 15,000.00
	75%	\$ 7,500.00		\$ -	75%	\$ 7,500.00
	100%	\$ 5,904.00		\$ -	100%	\$ 5,904.00
	90%	\$ 4,197.60	10%	\$ 466.40	100%	\$ 4,664.00
	90%	\$ 4,057.20		\$ -	90%	\$ 4,057.20
	90%	\$ 2,145.60		\$ -	90%	\$ 2,145.60
	90%	\$ 2,317.50		\$ -	90%	\$ 2,317.50
	75%	\$ 2,681.25	15%	\$ 536.25	90%	\$ 3,217.50
	80%	\$ 7,859.60		\$ -	80%	\$ 7,859.60
90% \$ 61,477.75 1% \$ 1,002.65 92% \$ 62,480.40 \$ 62,480.40						

	80%	\$ 21,164.00	10%	\$ 2,645.50	90%	\$ 23,809.50
		\$ -	25%	\$ 11,610.00	25%	\$ 11,610.00
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
	80%	\$ 83,940.80		\$ -	80%	\$ 83,940.80
		\$ -		\$ -	0%	\$ -
		\$ -	50%	\$ 32,929.00	50%	\$ 32,929.00
		\$ -		\$ -	0%	\$ -
		\$ -	75%	\$ 31,106.25	75%	\$ 31,106.25
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
24% \$ 105,104.80 18% \$ 78,250.75 42% \$ 183,395.55 \$ 183,395.55						

	100%	\$ 29,370.00		\$ -	0%	\$ -
	100%	\$ 56,880.00		\$ -	100%	\$ 56,880.00
	50%	\$ 2,200.00	50%	\$ 2,200.00	100%	\$ 4,400.00
	50%	\$ 9,600.00	50%	\$ 9,600.00	100%	\$ 19,200.00
	50%	\$ 2,400.00	50%	\$ 2,400.00	100%	\$ 4,800.00
	100%	\$ 3,600.00		\$ -	100%	\$ 3,600.00
88% \$ 104,050.00 12% \$ 14,200.00 100% \$ 118,250.00 \$ 118,250.00						
44% \$ 320,132.55 13% \$ 93,493.40 57% \$ 413,625.95						

	80%	\$ 81,072.00		\$ -	80%	\$ 81,072.00
	90%	\$ 23,940.00		\$ -	90%	\$ 23,940.00
	50%	\$ 1,500.00		\$ -	50%	\$ 1,500.00
	100%	\$ 10,000.00		\$ -	100%	\$ 10,000.00
	100%	\$ 2,400.00		\$ -	100%	\$ 2,400.00
	90%	\$ 16,200.00		\$ -	90%	\$ 16,200.00
		\$ -		\$ -	0%	\$ -
	100%	\$ 1,710.00		\$ -	100%	\$ 1,710.00
	100%	\$ 3,132.00		\$ -	100%	\$ 3,132.00
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
	80%	\$ 10,400.00		\$ -	80%	\$ 10,400.00
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
67% \$ 150,354.00 0% \$ - 67% \$ 150,354.00						

	100%	\$ 26,460.00		\$ -	100%	\$ 26,460.00
	100%	\$ 1,434.00		\$ -	100%	\$ 1,434.00
	100%	\$ 44,640.00		\$ -	100%	\$ 44,640.00
	100%	\$ 2,184.00		\$ -	100%	\$ 2,184.00
	90%	\$ 900.00	10%	\$ 100.00	100%	\$ 1,000.00
	95%	\$ 27,360.00	5%	\$ 1,440.00	100%	\$ 28,800.00
	95%	\$ 1,187.50	5%	\$ 62.50	100%	\$ 1,250.00
98% \$ 104,165.50 2% \$ 1,602.50 100% \$ 105,768.00						

54% \$574,652.05 9% \$ 95,095.90 63% \$669,747.95

Total Earned this month	\$ 95,095.90
Less 10% Retainage	\$ 9,509.59
Total Draw	\$ 85,586.31

SUBMITTED BY: HARBAUGH & SONS CONSTRUCTION CO, INC. PRESIDENT: JOEY HARBAUGH:

APPROVED BY ENFINGER DEVELOPMENT LLC PRESIDENT: OLLY ORTON

APPROVED BY DEVELOPMENT MANAGER: GARY GRAY

DATE: 11/25/2023

DATE: 12/7/23

DATE: 12-2-2023



LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST

November 14, 2023

CR #: 232076

Project Number: A02PW54

Customer Name: ENFINGER DEVELOPMENT LLC

Billing Address: 8624 SOUTH MEMORIAL PARKWAY, HUNTSVILLE, AL 35802

Contact Name: JOSH LOONEY

Contact email Address: JOSH@ENFINGERCOMPANIES.COM

Contact Phone Number: (256) 590-5741

Site Location: 30144 HARDIMAN ROAD, MADISON, AL 35756

AT&T has received a request from you to perform the following work:

REMOVE AERIAL FIBER AND COPPER CABLES IN CONFLICT WITH NEW ROUND-A-BOUT. A NEW COPPER CABLE AND 2 NEW FIBER CABLES WILL BE PLACED IN THE BURIED ROW ON SOUTH SIDE OF HARDIMAN RD, A NEW CONDUIT WILL HOUSE THESE NEW CABLES.

<i>Estimated Actual Cost Quote</i>	
Expenses	Amount
ENGINEERING LABOR	\$ 8,979.89
MATERIAL COST	\$ 3,130.25
CONSTRUCTION LABOR	\$ 29,286.17
CONTRACTOR COST	\$ 4,897.44
MISC. COST	\$ 0.00
Estimated Contract Price	\$ 46,293.75
<i>Less Credits/Payments</i>	\$ 500.00
Estimated Balance Due	\$ 45,793.75

Charges of \$25,000 or greater are billed at actual cost. However, an advance payment based on the estimated cost of the special construction charges is required before work can begin. At the completion of the project, an additional payment may be required if costs exceed the estimated amount. A refund will be issued if actual costs are less than the estimated amount.

This signed agreement and advance payment of **\$ 45,793.75** must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.



CUSTOM WORK AGREEMENT

CR #: 232076

Project Number: A02PW54

This Custom Work Agreement ("Agreement") is entered into by and between

BellSouth Telecommunications, LLC. d/b/a AT&T Southeast (hereafter "AT&T") and
ENFINGER DEVELOPMENT LLC (Customer).

AT&T and Customer hereby agree to following terms:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.

2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T **\$ 45,793.75**. Advance payment based on estimated cost is required before work will begin for any project estimated to cost \$25K or more. Payment in full for the remaining balance exceeding the advance payment based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.

3. **Price Quote.** The price is guaranteed for 60 days from November 14, 2023. If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.

4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.

5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.



6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CR #: 232076

Project Number: A02PW54

Date Quote Expires: 1/14/2024

AT&T Design Engineer: JAMES F JEAN (JJ9482)

ACCEPTED FOR CUSTOMER:

Authorized Signature

Title: Manager

Company: Enfinger Development, LLC

Printed Name: Oliver Orton

Date: 11/15/2023

AT&T CWO Manager Contact Information

Arlando Sanchez Digitally signed by Arlando Sanchez
Date: 2023.11.14 10:30:13 -06'00'

CWO Manager

Phone Number: (972) 971-7491

Email Address: AS785H@ATT.COM

Date: November 14, 2023

Please send check payable to AT&T CWO along with original signed agreement to:

AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

RESOLUTION NO. 2023-363-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH BIG BROTHERS BIG SISTERS OF THE TENNESSEE VALLEY FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Big Brothers Big Sisters of the Tennessee Valley for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **seven thousand five hundred dollars (\$7,500.00)** for FY 24.

READ, PASSED, AND ADOPTED this 18th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

AGREEMENT

THIS AGREEMENT IS MADE between the **BIG BROTHERS BIG SISTERS OF THE TENNESSEE VALLEY** (hereinafter “BBBSTV”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, BBBSTV will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that BBBSTV shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to BBBSTV the sum of Seven thousand Five hundred dollars and no cents (\$7,500.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. BBBSTV pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, BBBSTV agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by BBBSTV.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by BBBSTV regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of BBBSTV, nor shall BBBSTV at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, BBBSTV being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of BBBSTV and that officers, employees, and any other agents of BBBSTV are not nor shall they be deemed to be officers, employees, or agents of the City.
7. BBBSTV is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. BBBSTV hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or BBBSTV may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. BBBSTV agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

BIG BROTHERS BIG SISTERS OF THE TENNESSEE VALLEY

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Big Brothers Big Sisters of the Tennessee Valley is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____,
2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

 Notary Public

EXHIBIT A

Big Brothers Big Sisters of the TN Valley proposes to use the \$7,500 allocated by the city of Madison toward our Bigs in Blue initiative. BBBS agencies across the country have been recruiting police officers (and fire fighter) to mentor local kids and be a positive role model. This venture is also used to break down the barriers that often exist between law enforcement and the communities they serve.

BBBSTV plans to recruit at least 5 Bigs to be mentors/role models to children in need. To ensure quality and safety to the best of our ability, each match between Big and Little cost about \$1000 per year. This includes training for all match parties (which includes the parent/guardian), vetting of the Bigs, routine monitoring of the match by a professional, implementation of evaluations, Mentor Mingles, match activities to allow peer support groups, etc. These services are of no cost to the Little and parent, and minimal (by choice) to the Big. Kids involved in Big Brothers Big Sisters programs are more likely to graduate high school and less likely to get involved with juvenile crime.

RESOLUTION NO. 2023-364-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH COMMUNITY FREE DENTAL CLINIC FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Community Free Dental Clinic for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Two thousand five hundred dollars (\$2,500.00)** for FY 24.

READ, PASSED, AND ADOPTED this 18th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA

§
§
§

COUNTY OF MADISON

AGREEMENT

THIS AGREEMENT IS MADE between the **COMMUNITY FREE DENTAL CLINIC** (hereinafter “**CFDC**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, CFDC will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that CFDC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to CFDC the sum of two thousand five hundred dollars and no cents (\$2,500.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. CFDC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, CFDC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by CFDC.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by CFDC regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of CFDC, nor shall CFDC at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, CFDC being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of CFDC and that officers, employees, and any other agents of CFDC are not nor shall they be deemed to be officers, employees, or agents of the City.
7. CFDC is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. CFDC hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or CFDC may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. CFDC agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on each day and year evidenced below.

COMMUNITY FREE DENTAL CLINIC

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

20

COUNTY OF MADISON

20

20

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Community Free Dental Clinic is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____,
2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

EXHIBIT A

The Community Free Dental Clinic (CFDC) is pleased to partner with the City of Madison and intends to use the FY24 funding by providing:



All funds will be used to help with the cost of providing free dental care to the working poor of Madison County.

Each year the clinic spends around \$20,000.00 on dental supplies these supplies include:

Gloves, Masks, PPEs, gowns, face shields

Chair covering, suction tips, saliva ejectors

Dental fillings and operative care materials

Surgical tools such as forceps, elevators

Hand pieces with bur attachments

Numbing agents Septocaine, Lidocaine Mepivacaine, plus needle gauge

Prophy angles, prophy paste, toothbrushes, fluoride, toothpaste

Gauze, sutures, dry sockets paste, patient napkins, disposable infection control materials

Many more items are needed to provide care for patients this is just a summary of common dental supplies.

All supplies are purchased to treat infected teeth or provide preventive care to Madison County adults residents living at or below poverty level with no dental insurance.

For the year 2024 the clinic estimates it will treat over 4,500 patients many of them having multiple teeth treated at each appointment.

RESOLUTION NO. 2023-365-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH LAND TRUST OF NORTH ALABAMA FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Land Trust of North Alabama for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Five thousand dollars (\$5,000.00)** for FY 24.

READ, PASSED, AND ADOPTED this 18th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

www.pearsoned.com

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that LTNA shall provide essential services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to LTNA the sum of Five thousand dollars and no cents (\$5,000.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. LTNA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, LTNA agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by LTNA.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by LTNA regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed

or construed to be a partner, joint venture, or agent of LTNA, nor shall LTNA at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, LTNA being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of LTNA and that officers, employees, and any other agents of LTNA are not nor shall they be deemed to be officers, employees, or agents of the City.
7. LTNA is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. LTNA hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or LTNA may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. LTNA agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

Exhibit A

The Land Trust of North Alabama will provide the following services:

- Assist and advise on greenway plan, design and acquisition for upcoming greenway projects
- Contribution of up to \$45,000 for land acquisition and development of Madison trails and greenways, as approved by the Land Trust Board of Directors
- Work with the City of Madison and the City of Huntsville to develop interconnectivity with each city's trails and greenways
- Continue partnership with City of Madison to monitor and maintain the City of Madison's property and trails on Rainbow Mountain; including coordination of volunteer work days
- Offer guided hikes on Madison 's trails and greenways
- One Madison resident on Land Trust Board of Directors as appointed by the City Council.
- Work with individual land owners and developers to expand land acquisition and preservation opportunities in Madison
- Other projects, support, and activity as needed and requested by the City of Madison

RESOLUTION NO. 2023-366-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON COUNTY
HEALTH DEPARTMENT FOR AGENCY SERVICES RELATED TO THEIR ANNUAL
APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison County Health Department for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Thirty thousand dollars (\$30,000.00)** for FY 24.

READ, PASSED, AND ADOPTED this 18th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

AGREEMENT

THIS AGREEMENT IS MADE between the **MADISON COUNTY HEALTH DEPARTMENT** (hereinafter “**MCHD**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, MCHD will provide essential public health services to the City of Madison which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that MCHD shall provide essential public health services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to MCHD the sum of thirty thousand dollars and no cents (\$30,000.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. MCHD pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MCHD agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MCHD.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MCHD regardless of the purpose for which the

debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of MCHD, nor shall MCHD at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, MCHD being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of MCHD and that officers, employees, and any other agents of MCHD are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MCHD is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. MCHD hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or MCHD may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MCHD agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on each day and year evidenced below.

MADISON COUNTY HEALTH DEPARTMENT

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Madison County Health Department is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____,
2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

Exhibit A

To: Mayor Paul Finley
Members, Madison City Council
100 Hughes Road
Madison, AL 35758

From: Michael Glenn, MSN, RN
Assistant Administrator Madison County Health Department

RE: Funding the Health Department for Fiscal Year 2024

The Madison County Health Department (MCHD) sincerely appreciates the opportunity to work with the Mayor and City Council of Madison, Alabama, and the department is proud to provide regulatory, medical and preventive services to the residents of the city. For the fiscal year, the department anticipates level funding from its other sources, with modest personnel cost increases of approximately 4%. The appropriation from the city of Madison is essential to maintaining these protective activities.

Clinical Services provided to citizens of the city of Madison

Please see the attached sheet which lists in detail the clinical services provided by MCHD. This information is collected by ZIP Code for all programs where that data is known, to specifically enumerate the citizens of the city of Madison who received services from the department.

Environmental Services within the city of Madison

Food service – permitting and inspections, complaint investigations and sample collection as needed

Lodging facilities – permits and inspections, complaint investigations (13 permits, leading to a minimum of one inspection per facility per year)

Solid waste enforcement – investigation of trash complaints, abatement of illegal dumping including building materials, dumpster maintenance, some hoarding problems

Tattoos and body art – permitting and inspections (7 permits leading to 14 inspections at minimum)

Septic tanks – mainly repairs for existing systems

Animal bite investigations and confinement orders – as needed

General complaints of a sanitation nature

The support received from the city of Madison is essential to MCHD for the provision of our services. Your assistance is greatly appreciated and the department stands ready to assist in any way possible.

Clinical services provided to citizens of the city of Madison

Code	Name of Service	Visits by report	Comments
AH	Adult Health	6	This service code includes a catch-all of miscellaneous and intervention services provided by the health department. Most are related to community disease testing and/or follow-up such as tuberculin skin testing. Others include pregnancy test and follow-up (including prophylaxis) for disease entities such as hepatitis or <i>Salmonella</i> .
CD	Cancer Detection	20	This service offers breast and cervical cancer screening to women who do not have third party access and yet do not qualify for women's health care services under federal Family Planning regulations.
DCS	STD Services	395	This is an infectious disease control program and offers visits for interview, testing and treatment for STD to include cases, suspects, contacts and concerned individuals.
DCT	Tuberculosis	141	This program provides identification, testing (including induced sputums, x-ray), medication, and follow-up of patients, suspects, and contacts of tuberculosis. Directly observed therapy is a daily to tri-weekly medication regimen employed in all active tuberculosis patients/suspects for a minimum period of 6-9 months.

FP	Family Planning	488	This program provides voluntary family planning services to anyone seeking this care. With availability of a Nurse Practitioner working under medical preceptorship and guidelines, a full range of contraceptive choices are provided. This program supports not only personal choice of child bearing, but additionally serves as a venue for reduction of teenage pregnancy; avoiding medical consequences of unwanted pregnancy; allays economic impact to individuals and community by avoidance of unintentional pregnancies. These visits may include initial, supply revisit, problem revisit (usually Pap or breast anomaly), or annual classification. Some include limited primary care such as UTI, or other symptomology as can be related back to family planning and are within the scope allowed for the NP.
IMM	Immunizations	302	This program supports all necessary and school-required immunization for disease prevention and health promotion. Both adult and childhood immunizations are provided through this program.
WIC	Women, Infant, and Children Program	2101	This federal nutrition program provides nutritional assessment, nutritional education, and supplemental foods to qualifying prenatal and post-partum women; and children birth to 5 years of age. A primary goal is to maximize healthy growth and development of young children - thus promote their maximum capability for education and life potential. In addition to the direct services provided to the recipients, over \$2 million in food instrument vouchers were issued in Madison County last year; cashed in this county; and thus went back into Madison's economy.
	TOTAL	3,453	

RESOLUTION NO. 2023-367-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH U.S. SPACE & ROCKET CENTER FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with U.S. Space & Rocket Center for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Ten thousand dollars (\$10,000.00)** for FY 24.

READ, PASSED, AND ADOPTED this 18th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

AGREEMENT

THIS AGREEMENT IS MADE between the **U.S. SPACE & ROCKET CENTER** (hereinafter “**USSRC**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, USSRC will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that USSRC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to USSRC the sum of ten thousand dollars and no cents (\$10,000.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. USSRC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, USSRC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by USSRC.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by USSRC regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of USSRC, nor shall USSRC at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, USSRC being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of USSRC and that officers, employees, and any other agents of USSRC are not nor shall they be deemed to be officers, employees, or agents of the City.
7. USSRC is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. USSRC hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or USSRC may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. USSRC agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on each day and year evidenced below.

U.S. SPACE & ROCKET CENTER

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the U.S. Space & Rocket Center is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____, 2023.

 Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor_____
Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

EXHIBIT A

The U.S. Space & Rocket Center is engaged in the following activities:

- Include Madison businesses in the promotion of **Dare to Explore: Frontiers of Space** which is expected to draw spring and summer visitors to the Madison/Huntsville area, benefiting the restaurants, hotels and shops.
- Offer educational programs, community events, and exhibits that seek to improve the quality of life for the citizens of Madison, while complying with pandemic guidelines issued by the Alabama Department of Public Health.

AGREEMENT FOR GENERAL CONTRACTING SERVICES

THIS AGREEMENT made and entered into by and between Chorba Contracting Corporation hereinafter "Contractor," and the City of Madison, Alabama, a Municipal Corporation, hereinafter "City" or "Owner."

W-I-T-N-E-S-S-E-T-H:

In consideration of the mutual agreements and provisions contained in this Agreement, the Contractor and the City agree in regard to a public works project (hereinafter the "Project") as described herein, with additional reference to the attached Exhibit A: Proposal, agree that the Contractor shall complete the following Scope of Work for the Project:

- Demolition and removal of existing CMY divider wall between Weight Room/Training Room
- Demolition and removal of existing carpet as required for new Norament flooring extension.
- Prepare slab for wall removal to receive new flooring.
- Sawcut and demo slab for new foundation to achieve depth for 1' thick footing and 2 courses of CMU wall below finish floor.
- Reinforce concrete footing for new CMU wall.
- Infall slab for new wall.
- Painting new CMU wall.
- Prepare floor and install new Norament athletic flooring to match existing in extended weight room area. Rework existing carpet as required to make clean transition between Weight/Training.
- Install new 4" rubber base at new CMU wall to match existing rubber base.
- Final cleaning of disturbed area.

The Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, and transportation as are required to be furnished by the Contractor, and shall perform the work in the manner and form required to construct the Project as it is more specifically described in this Agreement and as provided by the plans, specifications, and documents, all of which are incorporated into this Agreement by reference, and all addenda together with all plans and drawings on file in the City of Madison.

ARTICLE I. GENERALLY

A. Contract. As used throughout these documents, the term "Contract" means and includes all of the following documents regarding this Project: all General Specifications, any Detail Specifications, Supplemental and Special Conditions (if attached), together with this Agreement and any modifications, including Change Orders, if made, and the drawings, plans, and profiles now on file with the City Attorney and City Representative, as well as all guaranties and sureties posted by Contractor in connection with this Contract and all insurance certificates.

All documents listed in this section are adopted by this reference and constitute a part of this Agreement to the same extent as if each were set out in full.

B. Independent Contractor. City and Contractor hereby state that it is the express mutual intent of the parties that an independent contractor relationship be, and hereby is, established under the terms and conditions of this Agreement. Both parties further mutually understand and agree that employees of the Contractor are not, nor shall they be deemed employees of the City and that employees of the City are not, nor shall they be deemed

employees of the Contractor. In no event shall the Contractor attempt to commit, promise, or obligate the name or resources of the City in any manner whatsoever.

C. Order of Precedence. Where more than one document relates to the same matter, if both can be given reasonable effect both are to be retained. In the event of conflict, the City Representative shall determine which document, term, or specification governs.

D. Integration; Contract Terms and Construction.

1. Integration: This Agreement together with all other component documents of the Contract constitute the entirety of the agreement of the parties with respect to its subject matter. All understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party that is not contained in this Agreement has been relied on by any party in entering into this Agreement.
2. Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement or Change Order, in writing, properly executed by the parties.
3. Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, successors, and assigns.
4. Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.
5. Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.
6. Mandatory and Permissive: "Shall," "will," and "agrees" are mandatory; "may" is permissive.
7. Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.
8. Ownership of Contract: The Contract, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract are the instruments of service for this Project. They are not to be used on other work and are to be returned to the City on request at the completion of the Project. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City, the City Representative, or the City Attorney. Such user shall hold the City and its employees, agents, and officials harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption entitle the City to further compensation at rates comparable to those paid for similar work by licensed professionals.

E. Rules of Construction. For the purposes of this Contract, except as otherwise expressly provided or unless the context otherwise requires:

1. Words of masculine, feminine, or neutral gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.
2. All references in this Agreement to designated “articles,” “sections,” and other subdivisions or to lettered appendices are to the designated articles, sections and subdivisions hereof and the appendices attached hereto unless expressly otherwise designated in context. All article, section, and other subdivision and appendix captions are used for reference only and do not limit or describe the scope or intent of, or in any way affect, this agreement.
3. The terms “include,” “including,” and similar terms are construed as if followed by the phrase, “without being limited to”.
4. All recitals set forth in, and all appendices to, this agreement are hereby incorporated into this agreement by reference.
5. No inference in favor of or against any party shall be drawn from the fact that such party or such party’s counsel has drafted any portion hereof.
6. All references in this Agreement to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.
7. Each provision of this Agreement shall be considered to be severable and if for any reason any such provision or any part thereof is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

F. Coordination of Plans, Specifications. The specifications, plans, drawings, and all supplementary documents are essential parts of the Contract, including Exhibit A: Specifications and requirements occurring in one are as binding as though occurring in all. They are intended to be comprehensive to describe and provide a complete work. Should any portions of the plans, specifications, or drawings be obscure or in dispute, they shall be referred to the City Representative, and he shall decide the true meaning and intent. The City Representative shall also have the right to correct any errors or omissions at any time when such corrections are necessary for the proper fulfillment of said plans and specifications.

G. Taxes and Charges. Subject to Contractor’s application for and receipt of a Certificate of Sales and Use Tax Exemption from the State of Alabama, Contractor shall withhold and pay all sales and use taxes and all withholding taxes, whether local, state, or federal, and pay all Social Security taxes and also all State Unemployment Compensation taxes, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws. Pursuant to *Ala. Code* §39-1-3 (1975), Contractor shall be reimbursed for any additional severance, sales, or uses taxes incurred as a result of an increase in the rate of such taxes imposed during performance of the Contract.

H. Shop Drawings and Submittals. The Contractor shall submit to the City Representative any requested shop drawings, samples, and submittals depicting or representing the construction of portions of the Project in accordance with the plans and specifications. The Contractor shall pay for, or the cost may be withheld from

payments to the Contractor for, no more than two (2) reviews of the shop drawings, samples, submittals, or similar element of work by the City Representative.

I. Alabama Immigration Law. 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, to the extent allowed by Federal law. Contractor has provided a written certification of compliance with Ala. Code § 31-13-9 (1975, as amended) by submitting proof of enrollment in the E-Verify program and by signing the "Immigration Law Compliance Statement." To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees and court costs), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations set forth in this section or contained in Ala. Code § 31-13-1 (1975), *et seq.*

J. Open Trade. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE II. PAYMENTS, CLAIMS, CHARGES, ETC.

A. Contract Price. The City will pay, and the Contractor will accept in full consideration for the performance of the Project payment in accordance with the unit prices set forth herein, the total amount of compensation, subject to additions and deductions as provided in this Agreement will not exceed **sixty-two thousand one hundred fifty-nine dollars (\$62,159.00).**

B. Estimated Quantities and Unit Prices. Contractor agrees that, should the quantities of any of the items of work in the Project increase, Contractor will perform the additional work at the unit prices set out in the specifications made an exhibit to this Contract and should the quantities be decreased, payment will be made and accepted on actual quantities at the unit prices, and Contractor will make no claim for anticipated profits for any decrease in the quantities.

C. Overtime Work by Contractor. If the Contractor, for his convenience and at his own expense, should desire to carry on his work outside the hours of 7:00am to 7:00pm local time, Monday through Friday, he shall submit written notice to the City Representative and he shall allow ample time for satisfactory arrangements to be made for inspecting the work in progress. At no time shall the notice be given less than twenty-four (24) hours before such overtime work is started. The Contractor must obtain, through the City Representative, the City's approval for work outside the specified hours or on Saturdays, Sundays, or legal holidays. The Contractor shall light the different parts of the Project as required to comply with all applicable federal and state regulations and with all applicable requirements of the City.

In general, the City's Inspectors are subject to being present at all times that the Contractor is working. Therefore, if the Contractor elects to schedule and perform overtime work, the Contractor shall pay the City for the City's Inspector's salary and reimbursable expenses for each hour of overtime incurred by the City's Inspector as a result of Contractor's performance outside the hours set forth above. Overtime shall be rounded up to the nearest whole hour. This amount shall include the Inspector's salary at his overtime rate and the labor additive, which includes insurance, social security, workmen's compensation, sick pay, paid holidays, vacation pay, and his vehicle and equipment. Payment to the City shall be made by an equal deduction from the amount due on a subsequent invoice submitted by Contractor for payment.

D. Payments to Contractor, Retainage. City shall make partial payments to Contractor of the billable work performed less payments already made and less deductions for any incomplete, unaccepted, or defective work. In making partial payments to the Contractor, there shall be retained five percent (5%) of the estimated amount of work done and of the estimated value of materials stored on the site or suitably stored and insured off-site. Contractor may apply for payment for work performed by submitting to the City Representative an application for payment showing the status of the Contract sum to date, including the total dollar amount of the Project completed to date; the amount of retainage (if any); the total of previous payments; a summary of Change Orders; and the amount of current payment requested. If properly completed and acceptable to the City Representative, he shall affix his signature and certify to the City that payment in the amount indicated is due to Contractor. However, if, upon inspection of the Work performed, the City Representative finds that the payment requested is not appropriate given the Work completed, the City Representative may certify an amount different than the amount applied for and provide an explanation therefor.

Once fifty percent (50%) of a Project has been satisfactorily completed, no further retainage will be withheld. Retainage shall be held until final completion and acceptance of all Work covered by the Contract unless escrow or deposit arrangements are agreed to by the City. When maintenance periods are included in the Contract covering highways, bridges, or similar structures, such period shall be considered a component part of the Contract and retainage will be held until the expiration of such periods.

At the conclusion of the Project and upon Contractor's completion of the Project, Contractor shall present a verified application for payment. On completion and acceptance of each separately identifiable portion of the Project for which a separate price has been stated in the Contract or which can be separately ascertained, payment may be made in full including retainage but less deductions.

All materials and work covered by partial payments as provided for in this Agreement shall become the sole property of the City, but the Contractor shall maintain the sole responsibility for the care and protection of materials and Work upon which payments have been made and for the restoration of any damaged Work.

The City may also withhold from time to time from payment to the Contractor in such an amount or amounts as may be necessary to pay and fully satisfy all claims and demands for labor and services rendered in and about the Project, including any such amount or amounts due to be paid to or by any subcontractor or supplier, amounts for City's or City Representative's observers or inspectors for Contractor's overtime as provided in this Agreement, or for engineering or design services associated with Contractor-initiated Change Orders or submittals in excess of that permitted in this Agreement. The Contractor hereby authorizes the City, as its limited agent, to apply such amounts so withheld to the payment of any amount so due to be paid and all other just and lawful claims other than claims for damages for tort. In case of disagreement with reference to any such claim or claims, the City may keep such amounts so withheld on account of such claim or claims until such disagreement is finally settled and determined.

In addition, the City may also withhold payment of the whole or any part of a verified or approved application for payment from the Contractor to such an extent as may be necessary to protect itself from loss on account of any of the following causes discovered subsequent to its verification or approvals:

- a. Defective work.
- b. Evidence indicating probable filing of claims by other parties against the Contractor.
- c. Failure of the Contractor or its subcontractor to promptly make payments to subcontractors or for materials, labor, food stuffs, and supplies.
- d. Damage to another contractor under separate contract with the City.

e. Assessment of liquidated damages.

In the absence of same, applications for payment will be verified by the City Representative and/or approved for amounts not previously verified and approved because of their presence.

At any time during the term of this Contract or any extensions thereof, Contractor shall not attempt to withdraw, without the express written consent of the City, the whole or any part of the amounts so retained by the City from payments due the Contractor by the establishment of an escrow account or by depositing securities in lieu. It is expressly agreed between the parties hereto that should the City elect not to consent to the same, then the Contractor shall not withdraw, attempt to withdraw, or in any manner whatsoever endeavor to withdraw such retained amounts.

E. Differing Site Conditions. If, in the performance of the Contract, subsurface or latent conditions are found to be materially different from those indicated by the plans and specifications, or unknown conditions of an unusual nature are disclosed which differ materially from conditions usually inherent in work of the character shown and specified, the Contractor shall immediately notify the City Representative in writing regarding such conditions but in no event later than twenty-four (24) hours after discovery of such conditions by the Contractor.

Upon such notice, or upon observation of such conditions, the City Representative will promptly make such changes in the plans and/or specifications as he finds necessary (if any are necessary) to conform to the different conditions, and any increase or decrease in the cost of the Project resulting from such changes may be adjusted as provided under Change Orders as set forth in this Agreement.

F. Change Orders. The City may approve Change Orders if one or more of the following conditions apply:

1. Minor changes for a total monetary amount less than five percent (5%) of the total contract price.
2. Changes for matters incidental to the original Contract necessitated by unforeseeable circumstances arising in the course of work under the Contract.
3. Changes due to emergencies.

The Contractor is expected to complete the Project as specified within the financial parameters stated herein. However, if it shall be determined that a Change Order condition exists during the performance of the Contract, the Contractor shall promptly notify in writing the City Representative and shall not implement such change until having received necessary City approvals. If the change is minor in the opinion of the City Representative and does not involve (1) an increase in the Contract sum; (2) an extension of the Contract time; or (3) a material change in the Contract scope of services, then the City Representative may authorize the change in writing to the Contractor. The Contractor shall not perform such change until receipt of such written Change Order.

In the event the Change Order requested by the Contractor involves (1) an increase in the Contract sum or construction prices, (2) extension of the Contract time, or (3) a material change in the Contractor's scope of work or services, then the Contractor shall request a Change Order in writing and present the same to the City Representative and City Attorney who both shall determine whether this is a Change Order which can be allowed and, if so, what exception it would fall under. The City Representative shall then document the same, attach the same to the Contractor's request for a Change Order and submit the same with his recommendation to the City Council at its next or any subsequent regularly scheduled Council meeting for approval.

The City reserves the right to institute Change Orders as the Owner pursuant to the aforesaid terms and conditions.

In no event is a Change Order to be executed by the Contractor prior to approval thereof by the City, except for emergencies.

G. Construction Schedule and Periodic Estimates. After execution and delivery of the Contract and before the first partial payment is made, the Contractor shall deliver to the City Representative a construction schedule showing the proposed dates of commencement and completion of each of the various activities; the work required under the Contract; the interrelationship of each activity; sequencing and timing of performance of each portion of the Project; and the anticipated amount of each monthly payment that will become due in accordance with the Construction Schedule. The Contractor shall also furnish a detailed estimate giving a complete breakdown on the Contract price and periodic itemized estimates of the Work done for the purpose of making partial payments. However, the same will not be considered as fixing a basis for additions to or deductions from the Contract price.

ARTICLE III. TIME

A. Notice to Proceed. The Contractor hereby agrees to commence performance of this Contract on or about December 27th, and to fully complete the Project within thirty-five (35) days.

B. Delay. Contractor may be entitled to a reasonable extension of time, as determined by the City, in which to complete the Project if he is delayed at any time in the progress of the Work by any of the following causes:

1. Fires, abnormal floods, tornadoes, or other cataclysmic phenomena of nature.
2. Strikes, embargoes, lockouts, war, acts of public enemy.
3. Properly authorized and approved Change Orders.
4. Acts of performance or delays in performance by other contractors employed by the City or their subcontractors.
5. Causes shown by Contractor to be beyond its control.

In the event one of the above-cited circumstances results in Contractor's delay, Contractor shall immediately give notice in writing to the City and follow extension of time procedures as provided for in this Agreement. The City expressly disclaims any liability to Contractor for any cost, expense, or damage caused by other contractors, subcontractors, or suppliers, including those engaged by the City. The City will not be liable for damages or costs to the Contractor sustained due to any interference from utilities or appurtenances or from the operations of relocating the same.

C. Extensions of Time. All written requests for extensions of time must be submitted to the City Representative within five (5) calendar days after the occurrence of the cause for delay. The City Representative shall ascertain the facts and the extent of the delay and shall recommend to the City Council whether it should extend the time for completing the Project. Any extension of time shall be in writing and processed as a Change Order.

For Change Orders requesting extensions of time due to rain, wind, flood, or any other natural phenomenon, the Contractor's written request must be accompanied, at the City's request, by a detailed report of weather at this site for the last three (3) years with averages showing means and statistical deviations from mean averages to support request for extension. No extension shall be made for delays due to rain, wind, flood, or any other natural phenomenon of normal intensity for the locality.

In the event any material changes, alterations, or additions are requested and which, in the opinion of the City Representative, will require additional time for execution of any work under the Contract, the time of the completion of the Project may be extended through Change Order. No extensions of time shall be given for any minor changes, alterations, or additions. The Contractor shall not be entitled to any reparation or compensation on account of such additional time or extensions of time, and the City's granting of an extension of time shall not be valid grounds for a claim by the Contractor for damages or for additional costs, expenses, overhead, profit, or other compensation.

D. Right of the City to Terminate Contract. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience by providing written notice to Contractor of such termination. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, equipment, and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows:

1. the actual cost of the Project completed in conformity with this Agreement; plus
2. such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; plus
3. ten percent (10%) of the cost of the Work referred to in subparagraph (1) above for overhead and profit.

If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for the Contractor or any of its property, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or if it should refuse or fail to make prompt payment to persons supplying labor for the Project under the Contract, or persistently disregard instructions of the City Representative or fail to observe or perform any provisions of the Contract, or fail or neglect to promptly prosecute or perform the Project in accordance with the Contract, or otherwise be guilty of a substantial violation of any provision of the Contract, then the City may, without prejudice to any other rights or remedies of the City in the premises, immediately terminate the Contractor's right to proceed with the Project. In such event, the City may take over the Project and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any and all excess cost occasioned to the City thereby, including attorney's fees; and in any such case, the City may take possession of and utilize in completing the Project such appliances and plant of the Contractor or its subcontractors as may be on the work site and necessary or useful therefor.

In the event of termination, the same shall not relieve the Contractor or any of its sureties of their obligations pursuant to this Contract.

In the event it becomes necessary for the City to maintain any legal action against the Contractor to enforce its rights under this Agreement, the Contractor shall pay the City's expenses associated therewith, including a reasonable attorney's fee.

ARTICLE IV. WORK AND MATERIALS

A. Cooperation of Contractor. Contractor shall have available on the job site at all times at least one (1) copy of the plans and specifications prepared for the Project. He shall give the Project all attention necessary to facilitate the progress thereof and shall cooperate with the City, City Representative, and with other contractors in every way possible. Using his best skill and attention, Contractor shall give efficient supervision to the Project

and shall be solely responsible for all construction means, methods, techniques, and procedures; for providing adequate safety precautions; and for coordinating all portions of the Project under the Contract.

B. Superintendence. Contractor shall assign to and keep at the Project site competent supervisory personnel and, prior to commencement of the Work, shall designate in writing an authorized representative who shall be an employee of the Contractor and who shall have complete authority to represent, to receive notice for, and to act for the Contractor. Contractor shall not permit or allow any work to be conducted upon the Project site without the presence of such supervisory personnel. The City Representative shall be notified in writing prior to any change in superintendent assignment.

C. Contractor's Tools and Equipment. The Contractor's tools and equipment used on the Project shall be furnished in sufficient quantity and of a capacity and type that will adequately and safely perform the work specified and shall be maintained and used in a manner that will not create a hazard to persons or property or cause a delay in the progress of the Project.

D. Furnishing Labor and Equipment. Contractor shall furnish and pay for all equipment, labor, and supervision, and all such materials as required to be furnished to perform the Work and as may otherwise be necessary to the completion of the Project and the operation of each construction crew required.

E. Employees. Contractor shall employ only competent, skillful workers on the Project, and whenever any person shall appear to be incompetent or to act in a disorderly, unsafe, illegal, or improper manner, such person shall promptly be removed from the Project by the Contractor.

F. Materials and Appliances. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, water, heating, lighting, fuel, power, transportation, machinery, appliances, telephone, sanitary facilities, temporary facilities, and other facilities and incidentals necessary for the execution and completion of the Project.

Contractor warrants to the City that, unless otherwise specified, all materials furnished under this Contract shall be new and that both workmanship and materials shall be of good quality, free of faults and defects, and in conformance with the Contract. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Material and/or equipment damaged by flooding or other causes during the construction period shall be subject to rejection by the City Representative. Reconditioning and/or repairing materials used for the Project is not acceptable unless first approved by the City Representative.

G. Asbestos and Hazardous Materials. Unless specifically authorized and instructed to the contrary by the City, the Contractor shall not permit, allow, place, install, or incorporate into the Project or upon the work site, any hazardous material(s), including, but not limited to, any products or materials that contain asbestos in any quantity. It shall be the responsibility of the Contractor to inspect all materials and products delivered for incorporation or installation in the Project to ensure that they contain no hazardous materials or asbestos. Where the Contractor or any subcontractor has or should have a reasonable suspicion that any product or material contains asbestos or other hazardous material, the Contractor shall immediately inspect the material or product, obtain a product or material data sheet, and notify the City's representative prior to installation or incorporation of the same into the Project. Any product or material determined to contain asbestos or other hazardous material shall be removed from the Project immediately and properly disposed of as required by law. Products or material to which the Contractor should pay particular attention to avoid the presence of asbestos include, but are not limited to, the following: concrete, batt insulation, roof insulation, building felts, mastics, water proofing products, adhesives, resilient flooring products, ceiling tiles, interior coatings, exterior coatings, roofing, pipe installation, duct installation, and pre-assembled items of equipment.

At the completion of the Project, the Contractor shall submit a duly executed Asbestos Affidavit (if applicable) prior to final payment.

The Contractor is responsible for insuring that all of its employees and subcontractors are adequately trained to handle hazardous materials in accordance with 49 CFR §172(g).

H. Protection of Project and Property (as applicable). Contractor shall furnish and install all necessary temporary works for the protection of the Project. The Contractor shall at all times adequately maintain, guard, and protect the Project from damage and safely guard and protect private, commercial, industrial, the City's, and others' property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the plans or specifications or caused by agents or employees of the City.

Contractor shall protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which are not required to be removed or do not unreasonably interfere with construction, as may be determined by the City Representative, and be responsible for all cutting or damaging of trees and shrubs or grassed areas, including damage due to careless operation of equipment or to the stockpiling of materials or equipment.

Care shall be taken by the Contractor in felling trees that are to be removed to avoid any unnecessary damage to vegetation or other trees that are to remain in place. Any limbs or branches unavoidably broken during such operations shall be trimmed with a clean cut and painted with an approved tree priming compound. The Contractor may be required to replace or restore at his own expense all vegetation not protected and preserved as required.

Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities required for protection by federal, state, or municipal laws and regulations, or local conditions.

Contractor shall comply with local and state regulations governing the operation of premises that are occupied and shall perform the Contract in such a manner as not to interrupt or interfere with the operation of other facilities.

Contractor shall store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Project as will not unduly interfere with the progress of the Work or the work of any subcontractor.

Contractor shall not place upon the Project, or upon any part thereof, loads inconsistent with the design or safety of that portion of the Project.

Contractor shall provide and maintain access to all public and private properties at all times and be responsible for any damage caused by his operation to existing driveways, yards, streets, parking lots, utilities, railroads, etc., and such damage shall be corrected at the Contractor's expense. Roadways authorized closed by State or Local authorities shall be maintained to provide access to all fire, police, and other emergency vehicles, and all individuals having private property in the closed area. In the event access to any public or private property or right-of-way will be completely closed for a period of time, Contractor shall notify the City Representative and all other individuals, businesses, or governmental agencies that may be affected by such closure at least seventy-two (72) hours in advance.

I. Protection of Existing Utilities. Contractor shall determine the exact location of all existing utilities before commencing the Work and shall provide whatever measures are necessary to properly protect and maintain

all existing utilities encountered in the course of the Work. Contractor agrees hereby to be fully responsible and liable for any and all damages which might occur by his failure to exactly locate and/or preserve the location of any and all underground or overhead utilities. If any utilities are to be affected during the course of construction, the Contractor shall notify the owners thereof at least seventy-two (72) hours prior to any such construction activity. The Contractor shall fully cooperate and coordinate with all utility owners in the event of an interruption to any utility service.

Additionally, Contractor shall maintain all storm sewers, drains, and/or ditches so that flow is not disturbed or impeded. Contractor shall protect storm drains, inlets and/or ditches, lawns, landscaping, and other facilities from damage during the testing and flushing.

J. Limiting Exposures. The Contractor shall perform the work on the Project to ensure that no part of the construction, complete or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

Contractor shall minimize dust and air pollution through the use of water or other devices and shall require the use of properly operating combustion emission control devices. Contractor shall also encourage the shutdown of construction vehicles when not in use.

K. Safety. Contractor shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable provisions of federal, state, and municipal safety laws and applicable regulations to prevent accidents or injury to persons on or about or adjacent to the premises where the Project is being performed. He shall erect and properly maintain at all times, as required by conditions and progress of the Project, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by features of construction and the site.

Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the State Accident Prevention in Construction provisions to the extent that such provisions are not in contravention with applicable laws.

Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the jobsite, including safety of all persons (including, but by no means limited to, the public, site personnel, visitors, or City employees) and property during the Contract period. The Contract period shall include any subsequent warranty or other period associated with Project deficiency or repair and all hours including, and in addition to, normal working hours.

Safety provisions shall conform to the Federal and State Departments of Labor and the Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth in this Agreement, and any regulations that may be specified in other parts of this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth in those standards and regulations.

Contractor shall at all times provide proper facilities for safe access to the work by authorized representatives of the Owner.

L. Traffic Control. Contractor shall be responsible for any necessary traffic control, including a plan and all necessary devices, required to work in, upon, or in proximity to public right-of-way or vehicular traffic. The traffic control plan and all traffic control devices shall conform, at a minimum, to the *Manual on Uniform Traffic*

Control Devices for Streets and Highways, latest edition, Federal Highway Administration. Should the appropriate public authority determine a greater degree of traffic control is required, the Contractor shall promptly provide the same. Where deemed necessary by either the Contractor or the City, the Contractor shall submit a plan to the City Representative for approval before commencing construction.

Reasonable means of ingress and egress by vehicular and/or pedestrian traffic to property adjacent to the Project shall be maintained at all times. The Contractor shall indemnify and hold the City harmless for any claims or causes of action including, but not limited to, those for inverse condemnation and/or lost profits arising out of or in any manner associated with access to or the restriction or prevention thereof to adjoining property. Traffic control is of paramount importance during the construction of this Project and the terms and conditions in the Contract in regard to these matters must be strictly adhered to.

M. Sanitary Regulations. Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State Department of Health. At a minimum, necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor in such a manner and at such points as shall be approved by the City Representative. Use of these facilities must be strictly enforced.

N. Cutting, Patching. Unless otherwise stated in this Agreement, the Contractor shall be responsible for any necessary cutting, fitting, and patching of the Project that may be required to properly receive the Work, to make its several parts join together properly, and to receive and provide for the work of other contractors or utilities, or as required by drawings and specifications to complete the Project. After such cutting, Contractor shall replace or restore or repair and make good all defective or patched work as required by the City Representative. He shall not cut, excavate, or otherwise alter any work in any manner or by a method or methods that will endanger the Project, adjacent property, workmen, the public, or the work of any other contractor. The Contractor shall check the location of all sleeves, openings, slots, etc., for the piping, ducts, breeching, conduits, louvers, grills, fans, etc., as they are laid out on the job.

Pipes passing through concrete or masonry walls shall be protected by pipe sleeves two sizes larger than the pipe plus its installation to provide free movement.

Under no condition shall structural, framing, or other parts or members subjected to computed stress be cut or disturbed without the approval of the City Representative. Any plates, studs or joists, or rafters that are approved to be cut to execute necessary work shall be securely strapped and braced to restore their strength by approved methods.

Unless otherwise indicated in the Contract Documents, all pavement, rights-of-way, or driveways cut by the Contractor during the performance of the Project shall be returned to service as soon as possible and replaced or repaired within seven (7) calendar days of completion of the Project.

All major thoroughfares must be repaired the same day as cut. The Contractor shall be responsible for the safety and welfare of the traveling public while construction work is being done and until the City accepts the Project.

Contractor will replace, at his own expense, all pipe and accessories that may be broken, damaged, stolen, or lost and all materials that may become damaged, lost, stolen, or misused.

City Representative's approval shall be obtained before cutting or drilling holes in concrete or masonry that tend to damage or weaken the load capacity.

O. Trailers. With the approval of the City Representative, the Contractor may park trailers or other structures for housing men, tools, machinery, and supplies, but they will be permitted only at approved places and their surroundings shall be maintained at all times in a sanitary and satisfactory manner by the Contractor. On or before the completion of the Project, all such trailers or structures shall be removed, unless the City authorizes their abandonment without removal, together with all rubbish and trash, at the expense of the Contractor.

P. Construction Staking. If necessary, the City will furnish initial lines and grades to establish the initial horizontal and vertical control points and define the beginning and ending points of the Project. The Contractor is responsible for engaging the services of a qualified engineer or land surveyor to replace and/or re-establish, in accordance with the construction plans and/or specs, all construction stakes that are disturbed, displaced, or destroyed during construction.

If the Contractor finds any errors or discrepancies with the construction staking or the criteria upon which it is based, he/she shall promptly notify the City Representative.

Q. Periodic Cleanup. At all times, the Project premises should be sanitary, safe, reasonably clean, and orderly. Contractor shall provide adequate and approved containers throughout the work site for collection and disposal of waste material, debris, and rubbish and shall, at least weekly (and as requested by the City Representative during the progress of the Project), clean up and remove from the premises all refuse, rubbish, scrap materials, and debris caused by its employees or its subcontractors resulting from the Work. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings, except during building renovations with adequate precautions and into proper receptacles. The Contractor shall comply with all municipal litter and construction site ordinances.

Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws, including, but not limited to all applicable portions of the City's stormwater control ordinance. No burning or burying of rubbish or waste materials is permitted on the Project site. The Contractor shall dispose of any hazardous material in a safe manner, off site, in accordance with applicable laws and regulations and shall not dispose of volatile or hazardous waste in storm or sanitary sewer drainage ditches, streams, or waterways.

Before the Project will be considered complete, all rubbish created by or in connection with the Project must be removed by the Contractor and the premises left in a condition by the Contractor satisfactory to the City Representative. Streets, curbs, crosswalks, pavement, sidewalks, fences, and other public and private property disturbed shall be restored to their former condition or better, and final payment will be withheld until such work is finished by the Contractor.

R. Erosion Control. As required by the City of Madison Engineering Department, Contractor shall provide and maintain temporary soil erosion and sediment controls necessary for the management of construction stormwater discharge quality. These controls shall be in accordance with the most recent version of Section 665, "Temporary Soil Erosion and Sediment Control," of the Alabama Department of Transportation's *Standard Specifications for Highway Construction* and shall be designed to protect the Project site from soil erosion and adjacent property and waters from damage by sediment transport and deposition during construction.

S. Wastewater Containment and Management Plan. To the extent that construction activity by the Contractor involves any wastewater infrastructure or construction activities in close proximity to any wastewater infrastructure, Contractor shall submit to the City Engineer, prior to commencing construction, a wastewater containment and management plan (the "Plan"). The Plan shall adequately address the means, methods, and

techniques to be employed by the Contractor for containing and transporting wastewater in a sanitary manner without, at any time, permitting the discharge of wastewater into the environment or creating the necessity of a State-required sanitary sewer overflow report. The City Engineer may waive the requirement of submitting a Plan if he determines that the construction activity to which the Plan would relate does not involve any potential for the discharge of wastewater into the environment or does not necessitate creation of a State-required sanitary sewer overflow report.

T. Environmental Clause/Covenant. In all respects, Contractor shall comply with all environmental laws affecting the Premises. Contractor covenants to hold the City, its officers, agents, and employees harmless from and against any losses, costs, damages, or expenses (including attorney's fees and expenses) arising out of the presence of hazardous substances on or about the premises or the violation of any environmental laws with respect thereto, the occurrence of which having arisen solely from the acts or omissions of Contractor, its subcontractors, agents, invitees, or employees. This indemnity shall survive the termination of this Contract and shall inure to the benefit of the City of Madison and its successors and assigns.

ARTICLE V. INSURANCE, LIABILITY

A. Contractor's Insurance.

1. Insurance Required. The Contractor shall not commence work under this Contract until it has obtained all insurance required herein and such insurance has been accepted by the City. The Contractor shall maintain the required insurance during the term of the Contract including any extensions of the term.

Insurance shall be written in comprehensive form by insurance companies rated A- or better by A. M. BEST and shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees or subcontractors and shall cover both on-site and off-site operations under this Contract and insurance coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired.

The obtaining and maintaining by Contractor and subcontractors of the insurance required in this Agreement does not relieve the Contractor of any responsibilities, obligations, or duties to the City pursuant to this Contract.

2. Additional Insurance. The Contractor may have an insurance professional review the Contractor's activity in regard to the performance of this Contract and is free to obtain any further or additional insurance or greater limits as recommended by the insurance professional. All additional policies of insurance shall name the City as an additional insured.
3. Insurance Limits. Neither the setting of insurance limits or requirements nor the acceptance or approval of the same by the City imply or represent that the limits or the insurance carrier is sufficient or that such insurance actually has been obtained, that being the responsibility of the Contractor.
4. Subcontractors. The Contractor shall require all subcontractors to take out and maintain the type of insurance required in this Agreement to the extent of their involvement in the Project so as to be adequate to protect against liability. In the event any work under this Contract is performed by

a subcontractor(s), the Contractor shall remain responsible for any liability directly or indirectly arising out of the work performed under this Contract, regardless of whether or not such work is covered by the subcontractor's insurance. The Contractor shall not allow any subcontractor to commence work on the project until all similar insurance required of the subcontractor has been obtained. All subcontractors shall maintain required insurance during the term of the Contract including any extensions of the term.

5. City's Right to Review Coverage. The City shall have the right to inspect and approve Contractor's insurance coverage required in this Agreement. Should the City deem it advisable to modify the coverage in any way, it shall so request of the Contractor in writing, and should the Contractor fail to modify the coverage, then the City may pay the cost of any increased coverage or take credit for any decreases as may be appropriate. Review or acceptance of insurance by the City or representatives of the City shall not relieve or decrease the responsibility of the Contractor hereunder.
6. Waiver of Subrogation. To the extent that the Contractor is required to maintain insurance coverage for loss or damage to property or bodily injury, including Builders Risk All Risk insurance, the insurance must waive and the Contractor hereby waives subrogation of claims against the City, its officers, agents and employees.
7. City as Additional Insured. The City shall be named as additional insured for ongoing and completed operations for up to two (2) years on the Contractor's and any subcontractor's policies for any claims arising out of the Work. Contractor shall provide the City with a Certificate of Insurance and endorsements naming the City as an additional insured and giving the City the promise of a thirty (30) day notice of cancellation or intent not to renew the insurance. Unless precluded by law, all policies must waive the right to recovery or subrogation against the City, officers, directors, employees, agents, and representatives. The coverage available to the City as an additional insured shall not be less than the limits set forth in this section and shall apply as primary and non-contributory insurance with respect to any other insurance afforded to the City through its own carrier or otherwise.
8. Elevators, Hoists, Cranes, Conveyors. If the Contractor or a subcontractor will utilize in connection with the performance of the Work an elevator, material hoist, crane, conveyor, or other similar equipment, then the Contractor shall take out and maintain (or require the subcontractor to take out and maintain) insurance that shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees, or subcontractors resulting from the operation of such equipment.

B. Insurance.

TYPES OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 <i>each employee, each accident and policy limit</i>

Commercial General Liability	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$5,000,000
General Aggregate	\$5,000,000
Umbrella/Excess	\$5,000,000 each occurrence, and \$5,000,000 aggregate
Automobile Liability	\$1,000,000 <i>each accident, combined single limit</i>

1. Worker's Compensation Insurance. Contractor shall take out and maintain during the term or any extensions of this Contract Workmen's Compensation Insurance as required by Alabama law for all of its employees employed on the Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in any work under this Contract at the site of the Project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate accident insurance for the protection of its employees not otherwise protected.

Where work under this Contract may trigger the requirement for Federal Longshoreman's and Harbor Worker's Act and Federal Jones Act or insurance required by other applicable law or regulations, the Contractor shall obtain the same as required.

2. Owner's Protective Insurance. For projects with a contract amount of \$500,000.00 or greater, an Owner's Protective Policy is required in the minimum amount of \$1,000,000 each occurrence.
3. Umbrella/Excess Liability Insurance. Excess Liability insurance must insure against bodily injury, personal and advertising injury, and property damage, and all other coverages as specified above (Commercial General Liability, Employer's Liability, and Commercial Automobile Liability). Coverage must follow form and must apply as excess of the scheduled underlying policies. Such policy(ies) shall name the Owner as additional insureds to the policy by applicable endorsement and provide a waiver of subrogation endorsement in favor of the Owner.
4. Miscellaneous Insurance. Contractor shall provide whatever insurance may be required of the City or the Contractor by permits from or agreements with the railroad, highways, or other utilities. Contractor shall familiarize himself with all insurance requirements contained in easements, permits, and agreements associated with this Project. Contractor shall provide any Railroad Protective Liability and other General Liability Insurance in the amounts contained in the agreements, permits, or easements or in greater amounts if higher limits are appropriate or required elsewhere. Contractor shall bear the cost of all required insurance. To the extent the City obtains permits or licenses for railroad or highway bores, crossings, or other work involved in the Project, the Contractor shall obtain adequate insurance to protect itself and the City.
5. Builder's Risk All Risk Insurance. The Contractor shall secure and maintain during the life of this Contract Builder's Risk All Risk Insurance coverage for 100% of the Contract Price. This insurance shall not exclude coverage for earthquake, landslide, tornado, flood, collapse, or loss

due to the result of faulty workmanship. Such insurance shall also provide for any damages caused by injury to, or destruction of, tangible property, including loss of use resulting therefrom, and shall pay all losses to the Contractor and the City as their interest may appear.

6. Proof of Carriage of Insurance. Contractor shall furnish the City with satisfactory proof of carriage of the insurance required in this Agreement in the form of insurance certificates and endorsements, as well as the form of a policy upon City request.
 - a. Contractor's and any subcontractor's general liability and automobile liability insurance shall endorse the City of Madison, Alabama, a municipal corporation, and its officers, agents, and employees as additional insureds for any claims arising out of the Work.
 - b. Contractor's insurance endorsing the Owner and others as additional insureds shall be primary and non-contributory as to such endorsed insureds.
 - c. The certificate or policy, as the case may be, shall state that the City shall be given thirty (30) days' written notice of cancellation or of any change in the insurance coverage.
 - d. There shall be a statement that the Contractor and any subcontractors waive subrogation as to the City, its officers, agents, and employees.
 - e. There shall be a statement that full aggregate limits apply per job or contract.
 - f. Agent's verification of Contractor's insurance must be provided in a form satisfactory to the City.
 - g. Insurance shall contain no XCU exclusions or special endorsements.
 - h. Full aggregate limits must apply per job or contract.

C. No Personal Liability of Public Officials. In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

D. Indemnity. To the maximum extent permitted by law, the Contractor shall save harmless, indemnify, and defend the City and its officers, agents, and employees from and against any and all claims and losses, costs, expenses, or liability, including attorney's fees and litigation costs, caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by the Contractor or any subcontractor, regardless of the fault, breach of contract, or negligence of the City, its officers, agents, or employees, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the City and regardless of whether or not the Contractor is or can be named a party in a litigation.

Contractor agrees to indemnify and/or reimburse the City for any fines, violations, charges, suits, or sums of money imposed by the Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA), or any administrative agency on the City of Madison for any sewage or contaminate discharged or wetlands regulations violated as a result of or arising out of the Work as performed by Contractor.

Contractor has provided a written certification of compliance with Ala. Code § 31-13-9 (1975, as amended) by submitting proof of enrollment in the E-Verify program and by signing the "Immigration Law Compliance Statement." To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold

harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees and court costs), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations set forth in this section or contained in Ala. Code § 31-13-1 (1975), et seq.

E. Errors and Omissions. Contractor agrees to release and hold harmless the City of Madison and each of its officers, agents, and employees from any damages claimed by the Contractor or subcontractors resulting from or attributable, in whole or in part, to errors in or omissions of the plans and specifications, including final drawings of the Engineer or other design professionals. As to plans, specifications, or designs prepared by independent design professionals, the parties agree that any City review or approval thereof is only for overall suitability, maintenance, and usability and there are no express or implied warranties by the City as to the adequacy, accuracy, correctness, or code compliance thereof.

F. Exclusion of Contractor Claims. In performing its obligations, the City Representative may cause expense for the Contractor or its subcontractors and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the City or its officers, employees, or agents for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed where such services are performed in good faith to protect the City or the public.

G. Inadequate Surety/Insurance. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement, any of the surety bonds of the Contractor or subcontractors relating to the Project shall be deemed by the City to be unsatisfactory, or if for any reason such bond(s) ceases to be adequate to cover the performance of the Work or the surety ceases to do business by agent in Alabama, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the City.

H. Changes. When changes in the scope of work by written order or Change Orders cumulatively equal five percent (5%) of the total contract, including the Change Order or Change Orders, the insurance coverage included under this heading shall be increased accordingly by the Contractor. Proof of coverage shall be established by endorsement to the original policy or by re-issue of the original policy to include the added coverage, or in accordance with any other acceptable policy with the insuring company for increasing the coverage.

ARTICLE VI. OBSERVATION OF THE PROJECT

A. Authority and Duties of City Representative. The City Representative shall be authorized and permitted to inspect all facets of the Work, including all materials, workmanship, equipment, processes, and methods of construction used by Contractor. Subject to the provisions of Article II, paragraphs F & G, he is not authorized to alter or waive any requirements of the specifications or the Contract. However, he shall have authority to reject material, workmanship, and/or equipment that are defective or otherwise not in accordance with the drawings and specifications and require correction by the Contractor. No work shall be deemed complete until it has been inspected by the City Representative.

The City Representative may designate observers, with assigned duties and restricted authority, to inspect the Project and to report to him on the progress of the Project, manner of procedure, quality of the material and workmanship, and compliance with the Contract. However, the presence of the City Representative or his designee as an inspector of the work performed shall not in any manner lessen the responsibility of the Contractor

pursuant to this Agreement. Neither the City Representative nor any other representative of the City shall be responsible in any way for construction means, methods, or techniques or for the safety of the construction work, progress, or employees of the Contractor or any subcontractors.

B. Defective Work/Correction. Rejected workmanship shall be satisfactorily corrected by Contractor and rejected material shall be satisfactorily replaced with proper material by the Contractor, each without charge therefor, and the Contractor shall promptly segregate and remove the rejected material from the premises. Upon failure or neglect by the Contractor to promptly prosecute or perform the Work in accordance with the Contract or to make corrections to the Work as required by the City Representative, the City may, without prejudice to any other remedy it may have, complete the Work and/or correct the deficiencies and then deduct the actual cost thereof from payment which is then or thereafter due to the Contractor.

C. Contractor's Obligation Continues. The inspection of the Work shall not relieve the Contractor of any of its obligations to fulfill its Contract, notwithstanding that such work has been previously inspected by the City Representative and accepted or estimated for payment. The failure of the City Representative as inspector to condemn improper workmanship shall not be considered as a waiver of any defect, whether known at the time or discovered later, or as preventing the City at any time subsequently from recovering damages for work actually defective. All work shall be guaranteed by the Contractor against defects in workmanship for a period of **two (2) years from date of final payment.**

D. Disagreement. Should any disagreement or difference arise as to the estimated quantities or classifications or as to the meaning of the drawings or specifications, or any point concerning the character or acceptability or nature of the several kinds of work, or construction thereof, the decision of the City Representative shall be final and conclusive and binding on the Contractor.

E. Stop Work Orders. During unseasonable weather, all Work must stop when the City Representative so directs, and all work must be suitably protected by Contractor at all times. However, the City Representative shall be under no obligation to stop work on the Project. If the Project is stopped, the Contractor shall not be entitled to extra compensation for delays or problems associated with the stoppage.

F. Progress Meetings. Contractor shall conduct regular progress meetings during the course of the Project at least once a month or more often if requested by the City Representative. The meetings shall be held at a site convenient to all parties and if a site cannot be agreed upon, the City will designate a site. The Contractor, City Representative, the Contractor's Superintendent, all subcontractors, engineers, and inspectors, will attend.

If requested by the City Representative, Contractor shall keep accurate written minutes of the meetings and forward copies thereof to the City Representative before the next scheduled meeting.

ARTICLE VII. PROJECT COMPLETION

A. Substantial Completion. "Substantial completion" shall be that degree of completion of a defined portion of the Project, as evidenced by the City Representative's written notice of Substantial Completion, sufficient to provide the City, at its discretion, the full-time use of the Project or defined portion of the Work for the purposes for which it was intended.

When the Contractor believes that the Project is substantially complete, the Contractor shall prepare and submit to the City Representative a list of items to be completed or corrected and request an inspection for Substantial Completion. The failure by the Contractor to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract. After inspection and/or,

if an operating facility, after a minimum of seven (7) continuous days of successful, trouble-free operation has been achieved during startup, the City Representative may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees or warranties, and to establish the date that the City will assume the responsibility for the cost of operating such equipment.

Said notice shall not be considered as final acceptance of any portion of the Project or relieve the Contractor from completing the remaining Work, including any remaining performance or acceptance testing, within the specified time and in full compliance with the Contract. Specifically, the issuance of a written notice of Substantial Completion shall not relieve the Contractor of his obligation to promptly remedy any omissions and latent or unnoticed defects in the Project.

B. Final Inspection. Upon notice from the Contractor that its work is complete, the City Representative shall make a final inspection of the Work and conduct any necessary testing. The City Representative shall notify the Contractor of all apparent and/or visible instances where the Project fails to comply with the plans and specifications and Contract, as well as any defects he may discover. Contractor shall immediately make such alterations as are necessary to make the Project comply with the plans and specifications and to the satisfaction of the City Representative.

After the City Representative has determined that the Work is acceptable under the Contract and after publication of final completion and all other requirements of final payment as provided for in this Agreement, then there shall be issued a final certificate of payment to the City stating the balance due the Contractor, less such amounts as may have been withheld by the City from time to time as provided in the Contract. In recommending to the City that it make such final payment to the Contractor, the City Representative shall also issue a certificate of final acceptance in which he shall recommend to the City that it accept the Work as complete and the Project as being final pursuant to the Contract.

None of the steps or actions taken by the City shall in any way relieve the Contractor of responsibility for faulty materials or workmanship. All warranty and guarantee periods for Contractor's Work on this Project shall commence on the date of issuance of final payment.

C. "As-Built" Drawings. Unless waived by the City Representative, the Contractor must provide to the City a set of "as-built" drawings acceptable to the City as a component part of the Project prior to final payment.

D. Final Cleanup. Before final completion and final acceptance, the Contractor shall remove from all rights-of-way and from all public and private property all tools, scaffolding, false work, temporary structures and/or utilities and their foundations (except those the City permits in writing to remain), rubbish and waste materials resulting from its operation or caused by its employees, and all surplus materials, leaving the site clean and true to its line and grade and the Project in a safe and clean condition ready for use and operation.

In the case of failure to comply with the above requirements for any part of the Project within the time specified by the City Representative, he may cause the work to be done and deduct the cost thereof from the Contract price on the next or succeeding application for payment, or in the event that the cost exceeds the balance due the Contractor, bill the Contractor for the excess.

E. Final Payment. Upon completion of any portion of the Project by the Contractor and acceptance by the City Representative of all Work required of the Contractor for the Project, the amount due the Contractor pursuant to the Contract shall be paid upon the presentation by the Contractor to the City Representative of the documents set forth in Article II, Section D.

G. Acceptance of Final Payment Constitutes Release. The acceptance by the Contractor of final payment for any portion of the Project shall release the City, the City Representative, and their officers, employees, agents, and sub-consultants from all claims and all liability to the Contractor for all things done or furnished in connection with the Project, and every act of the City and others relating to or arising out of the Project except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds, warranties and guarantees as provided in this Agreement.

ARTICLE VIII. WARRANTY AND GUARANTEES

A. Warranty and Guarantee.

1. *Warranty.* Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work, materials, and equipment will be of good quality, free from fault and defects and in conformance with the Contract. The Project must be safe, substantial, and durable construction in all respects. All work, materials, and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Warranties shall commence to run from the date of substantial completion.

The Project furnished must be of first quality and the workmanship must be the best obtainable. The Contractor hereby guarantees the Project and the work on the Project against defective materials or faulty workmanship for **two (2) years after final payment** by the City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of guarantee at no cost to the City.

2. *Guarantee.* If, within the designated warranty period, any of the Project, work, materials, or equipment is found to be defective or not in accordance with the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. The City shall give such notice promptly after discovery of the condition.

B. Correction of Defective Work During Warranty/Guarantee Period. Contractor hereby agrees to make, at his own expense and no cost to the City, all repairs or replacements necessitated by defects in materials or workmanship, provided under the terms of this Contract, and to pay for any damage to other works resulting from such defects, which become evident within **two (2) years after the date of final payment** unless the City has previously given the Contractor a written acceptance of such defects. The Contractor shall promptly correct such defects upon receipt of a written notice from the City to do so. This obligation shall survive the termination of the Contract.

Unremedied defects identified for correction during the warranty period, but remaining after its expiration, shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the Project to an extended warranty period of **one (1) year after the defect has been remedied**.

Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors.

Contractor also agrees to hold the City, the City Representative, and City's employees harmless from liability or damages and cost and expenses of litigation of any kind arising from damage due to said defects.

City's rights under this Article shall be in addition to, and not a limitation of, any other rights and remedies available by law.

ARTICLE IX. LAWS, PERMITS

Contractor shall comply with and keep itself fully informed of all federal, state, city, and county laws, ordinances, and regulations which affect those engaged or employed in the Project or the execution of the Project. Contractor shall possess all permits and licenses required by applicable law, rule, or regulation for the performance of the Project.

Contractor shall protect and indemnify the City and its employees, officers, consultants, and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations, including, but not limited to, violation of copyright or patent laws.

Contractor shall cooperate with the City Engineer to register and obtain any and all necessary National Pollutant Discharge Elimination System (NPDES) Permits required by USEPA or the Alabama Department of Environmental Management (ADEM) as well as any applicable storm water permits or registration for the construction of the improvements specified in the Contract. Contractor shall abide by all regulations and conditions relative to the permit or registration and attachments to the permit or registration, including, but not limited to, sampling and monitoring. At the request of the City Representative, Contractor shall fulfill for the City all the requirements made upon the City by the permit or registration and shall perform all Work in compliance with and as required thereby. Contractor agrees to indemnify and hold harmless the City and its officers, agents, and employees from any fines, penalties, damages, claims, liabilities, or judgments arising out of or in any manner associated with Contractor's failure to perform the Work in strict accordance with all stormwater registration, permits, or license requirements.

If any portion of the Project involves work upon State right-of-way, the Contractor agrees to abide by the laws, terms, and conditions applicable to the same and obtain all permits required by the Alabama Department of Transportation.

ARTICLE X. MISCELLANEOUS

A. Notice and Service Thereof.

1. All notices, demands, requests, Change Orders, instructions, approvals and claims shall be in writing. Unless expressly otherwise provided elsewhere in this Agreement, any election, notice, or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if provided in accordance with the provisions hereof.
2. Any notice to or demand upon either party shall be in writing and shall be sufficiently given if addressed as stated in this Agreement and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered via private carrier in a sealed package with all costs being paid by the sender. It shall also be sufficient if such notice or demand is served personally on a party at the address set forth below.

3. **All notices to the City shall be addressed as follows:**

City Attorney
City of Madison Legal Department
100 Hughes Road
Madison, Alabama 35758

All notices to Contractor shall be addressed as follows:

Geroge M. Likos
Chorba Contracting Corporation
3210 Creek Path Road
Guntersville, AL 35976

B. Capacity. Each party to this Agreement represents and warrants to the other as follows:

1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules, and regulations.
2. That it has full power and capacity to enter into this Agreement and to perform each of the obligations and responsibilities conferred and assumed hereunder.
3. That, to the extent required, it has obtained the necessary authorization and approval through a legally binding act of its organization and that such approval has been reduced to writing and certified or attested by the appropriate official of the party.
4. That it has duly authorized and empowered a representative to execute this Agreement on its behalf and the execution of this Agreement by such representative fully and completely binds the party to the terms and conditions hereof.
5. That, absent fraud or other illegality, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company, or joint venture, the execution of this Agreement by any member thereof shall bind the party and to the extent that execution of the Agreement is limited to a manager, managing partner, or specific member, then the person so executing this Agreement is duly authorized to act in such capacity for the party.
6. That it represents and warrants to the other party that, to its knowledge, there is no litigation, claim, or administrative action threatened or pending or other proceedings against it which would have an adverse impact upon this transaction or upon its ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
7. That it has obtained any and all required licenses, permits, approvals, and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.
8. That under the applicable provisions of the Constitution and laws of the State of Alabama it has the power to consummate the transactions contemplated by this Agreement.
9. That it represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or

constitute (upon notice or lapse of time or both) a default under the laws of the State of Alabama; any resolution, agreement, or other contract, agreement, or instrument to which the party is subject; or any resolution, order, rule, regulation, writ, injunction, decree, or judgment of any governmental authority or court having jurisdiction over the party.

10. That this Agreement constitutes the legal, valid, and binding obligation of the party and is enforceable against it in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (a) Bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
11. That it will not enter into any agreement to do anything prohibited in this Agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to perform its obligations hereunder faithfully and fully.

C. No Waiver of Rights. Neither the inspection by the City Representative or by any of the City's officers, employees, agents, or sub-consultants; nor any order by the City for payment of money; nor any payment for, or acceptance of, the whole or any part of the Project by the City; nor any extension of time or Change Order; nor any possession taken by the City or its employees; nor the failure by either party to enforce any provision of this Agreement shall operate as a waiver of any provision of this Agreement or of any power reserved to the City in this Agreement, or any right to damages, nor shall any waiver of any breach in this Agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regard to latent defects, fraud, or such gross mistakes as may amount to fraud, or with regard to the City's rights under any warranty.

D. Subletting or Assigning of Contract. Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the Agreement, its obligations, rights, or interest in it, or its power to execute such Agreement, to any person, firm, or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any duty or responsibility to fulfill the Agreement. A sale, conveyance, or transfer of 50% or more of the stock or ownership of the Contractor shall be considered an assignment.

E. Third Party Beneficiaries. It is the intent of the parties hereto that there shall be no third-party beneficiaries to this Agreement.

F. Force Majeure. Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or other circumstances beyond the reasonable control of the other or the other party's employees, agents, or contractors.

G. Liability of the City or City Officials. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials, and City employees as set forth in this Agreement are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer, or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

H. Non-Discrimination. Contractor agrees that it will not discriminate against any person on the basis of race, color, sex, religion, national origin, or age in performing the Work required under this Agreement. Contractor shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act, and all other applicable laws and regulations.

I. Fines and Penalties. The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner or Contractor which are related to the Contractor’s operations.

J. Agreement Date, Counterparts. This Agreement shall be effective as of the date it is executed by the parties. In the event the authorized signatures are affixed on different dates, the latter date of execution shall be the effective date. This instrument may be executed in no more than two (2) counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

IN TESTIMONY WHEREOF, the parties hereto have caused to be affixed the signatures of their duly authorized representatives on the dates set forth below.

CITY OF MADISON, ALABAMA
a municipal corporation

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

By: _____
Paul Finley, Mayor

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer of the City of Madison, Alabama, respectively, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

Given under my hand and official seal this ____day of_____, 202_.

Notary Public

CHORBA CONTRACTING CORPORATION

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

ss

ss

COUNTY OF MADISON

ss

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument, and who is known to me, s/he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2023.

Notary Public

CHORBA

CONTRACTING

CORPORATION

December 11, 2023

Mr. Gerald Smith
Director of Facilities and Grounds
City of Madison
100 Hughes Rd.
Madison, AL 35758

Gerald:

As requested, we submit the following proposal for Toyota Field Weight Room/Training Room Renovations. Our scope of work included is outlined as follows:

- Demo and remove existing CMU divider wall between Weight Room/Training Room.
- Demo and remove existing carpet as required for new Norament flooring extension.
- Prep slab where wall is removed to receive new flooring.
- Sawcut and demo slab for new foundation for new divider wall.
- Excavations for new wall foundations to achieve depth for 1' thick footing and 2 courses of CMU wall below finish floor (per detail provided).
- Reinforced concrete footing for new CMU wall.
- New reinforced 8" CMU wall, 16" below finish floor, 4'-8" above finish floor, 4" solid block cap. Wall to be solid filled with concrete.
- Infill slab at new wall.
- Paint new CMU wall.
- Prep floor and install new Norament athletic flooring to match existing in extended weight room area. Rework existing carpet as required to make clean transition between Weight/Training.
- Install new 4" rubber base at new CMU wall, to match existing rubber base.
- Remove and relocate existing electrical outlets in new CMU wall.
- Final cleaning of disturbed area.

Duration for project is approximately five (5) weeks.

We exclude permit drawing and relocation of any other utilities not outlined above.

Our total proposal as outlined above is..... \$62,159.00

Thank you for the opportunity to offer this proposal. Please call if you have any questions regarding.

Chorba Contracting Corporation



George M. Likos
President

GML/dkh

Cc: file

RESOLUTION NO. 2023-425-R

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PUBLIC
WORKS AGREEMENT WITH CHORBA CONTRACTING
CORPORATION**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute a Public Works Agreement with Chorba Contracting Corporation for the construction and remodeling of the Toyota Field Weight and Training Room(s), said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement for General Contracting Services;" and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the resulting agreement, the Mayor or his designee shall be hereby authorized for the entire term of the agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Chorba Contracting Corporation in a total amount not to exceed sixty-two thousand one hundred fifty-nine dollars (\$62,159.00) to be paid from the Multi-Use Venue Maintenance Fund.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 18th day of December 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-427-R

WHEREAS, the City of Madison owns personal property (formerly used by the Fire Department) for which the City has no continuing need, such property consisting of the follows:

Quantity	Description
1	StarTrac SoftTrac Treadmill

; and

WHEREAS, it is the desire of the City Council of the City of Madison to declare said personal property to be surplus property and to direct the sale of said property.

NOW, THEREFORE, BE IT RESOLVED that the City Clerk be and hereby is directed to advertise a date for a sale at which said property may be offered for public sale through GOVDEALS. (free or as determined by the City Clerk) The property is to be sold as is, with no warranties of any kind whatsoever. To the extent necessary, the Clerk is further directed and empowered to execute appropriate endorsement of any certificates of title on such property upon receipt of payment of the purchase amount from the purchaser of said property. To the extent necessary, the Clerk is further directed and empowered to execute any other documents as necessary to affect this transfer of ownership of said property.

READ, APPROVED, and ADOPTED this 18th day of December 2023.

Ranae Bartlett, City Council President
 City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
 City of Madison, Alabama

APPROVED this _____ day of December 2023.

Paul Finley, Mayor
 City of Madison, Alabama

RESOLUTION NO. 2023-413-R**RESOLUTION TO AWARD BID FOR
INTERSECTION IMPROVEMENTS AT WALL TRIANA
HIGHWAY AND GILLESPIE ROAD TO GRAYSON CARTER &
SON CONTRACTING, INC.**

WHEREAS, in accordance with Alabama's Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for Bid Number 2023-011-ITB for improvements to the intersections of Wall Triana Highway and Gillespie Road (herein "the Project"); and

WHEREAS, all sealed Bids were timely submitted, opened and read on or about December 13th, 2023, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after a complete review and consideration of all Bids submitted, City staff have informed the City Council that **Grayson Carter & Son Contracting, Inc.** is the lowest responsible bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

WHEREAS, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent as well as confirmation by the City of the Bid's Invitation to Bid, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **Grayson Carter & Son Contracting, Inc.** on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, as follows:

SECTION 1. That the City of Madison, Alabama, as the awarding authority, does hereby certify that, to the best of its knowledge, information, and belief, this Bid was let, and the Contract will be executed in compliance with the applicable provisions of Title 39 of the *Code of Alabama* and all other applicable provisions of law.

SECTION 2. That award of this Project is hereby made to **Grayson Carter & Son Contracting, Inc.** as the lowest responsible, responsive bidder in the Bid amount of approximately three hundred eighty-seven thousand one hundred twenty-seven dollars and fifty-six cents (\$387,127.56), such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council's approval of properly submitted and justified change orders.

SECTION 3. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **Grayson Carter & Son Contracting, Inc.** of the City's intent to make such aware and are also authorized to proceed with review, completion and submittal of all contractual matters required by those plans and specifications agreed upon.

SECTION 4: That this award is conditioned upon **Grayson Carter & Son Contracting, Inc.** completing and submitting to the City such documents, information and items related thereto which are required to establish that the Bid fulfills the specifications contained in the Invitation to Bid, Title 39 and the Contract contemplated therein.

SECTION 5. That upon request and notification from the appropriate City representatives that the Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute a contract on behalf of the City of Madison, Alabama with **Grayson Carter & Son Contracting, Inc.** for execution of the Project for the amount set fourth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

SECTION 6: That upon request and notification from the appropriate department that the terms of the Contract preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to **Grayson Carter & Son Contracting, Inc.** in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 18th day of December 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

Updated Bidder Pricing Sheet

2023-011-ITB / Intersection Improvements at Wall Triana Highway and Gillespie Road

	ITEM	ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
	1	206C000	Removing Concrete Sidewalk	49	SY	\$ 68.14	\$3,338.86
	2	210A000	Unclassified Excavation	35	CY	\$ 128.66	\$4,503.10
	3	210D001	Borrow Excavation (Loose Truckbed Measurement)	25	CY	\$ 187.70	\$4,692.50
	4	301A004	Crushed Aggregate Base Course, Type B, Plant Mixed, 4" Compacted Thickness	179	SY	\$ 26.21	\$4,691.59
	5	424A343	Superpave Bituminous Concrete Wearing Surface Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	50	TON	\$ 232.60	\$11,630.00
	6	424A360	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D	129	TON	\$ 203.58	\$26,261.82
	7	424A366	Superpave Bituminous Concrete Wearing Surface Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D	50	TON	\$ 232.60	\$11,630.00
	8	600A000	Mobilization	1	LS	\$ 46,835.01	\$46,835.01
	9	618A000	Concrete Sidewalk, 4" Thick	98	SY	\$ 89.16	\$8,737.68
	10	618C001	Detectable Warning Surface	56	SF	\$ 94.27	\$5,279.12
	11	650A000	Topsoil	26	CY	\$ 276.83	\$7,197.58
	12	652A100	Seeding	1	AC	\$ 1,913.10	\$1,913.10
	13	656A010	Mulching	1	AC	\$ 1,913.10	\$1,913.10
	14	665G000	Sand Bags	50	EA	\$ 38.26	\$1,913.00
	15	665J002	Silt Fence	330	LF	\$ 5.94	\$1,960.20
	16	665O001	Silt Fence Removal	330	LF	\$ 3.61	\$1,191.30
	17	665Q002	Wattle	32	LF	\$ 21.60	\$691.20
	18	680A001	Geometric Controls	1	LS	\$ 4,640.00	\$4,640.00
	19	701B205	Dotted, Class 2, Type A, Traffic Stripe	136	LF	\$ 3.30	\$448.80
	20	701G249	Solid White, Class 2, Type A Traffic Stripe	274	LF	\$ 3.30	\$904.20
	21	701G263	Solid Yellow, Class 2, Type A Traffic Stripe	714	LF	\$ 3.30	\$2,356.20

Updated Bidder Pricing Sheet

2023-011-ITB / Intersection Improvements at Wall Triana Highway and Gillespie Road

ITEM	ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
22	703A002	Traffic Control Markings, Class 2, Type A	933	SF	\$ 8.80	\$8,210.40
23	703B002	Traffic Control Legends, Class 2, Type A	23	SF	\$ 8.80	\$202.40
24	705A030	Pavement Markers, Class A-H, Type 2-C	17	EA	\$ 8.80	\$149.60
25	705A037	Pavement Markers, Class A-H, Type 2-D	12	EA	\$ 8.80	\$105.60
26	730C000	Furnishing And Installing Traffic Control Unit (Wall Triana Hwy and Gillespie Rd) (Includes All Traffic Signal Items)	1	LS	\$ 149,160.00	\$149,160.00
27	730U015	Video Detection System (Wall Triana Hwy and Gillespie Rd)	1	LS	\$ 44,000.00	\$44,000.00
28	740B000	Construction Signs	256	SF	\$ 7.70	\$1,971.20
29	740D000	Channelizing Drums	100	EA	\$ 30.80	\$3,080.00
30	740E000	Cones (36 Inches High)	100	EA	\$ 15.40	\$1,540.00
31	740M001	Ballast For Cone	100	EA	\$ 7.70	\$770.00
32	745A000	Uniformed Police Officer	6	HR	\$ 35.00	\$210.00
33		Contingency	1		\$ 25,000.00	\$25,000.00
TOTAL PROJECT COST:			\$387,127.56			
Bidder Name:		Grayson Carter & Son Contracting, Inc.				
Address:		146 Roy Long Road W				
City/State/Zip:		Athens, AL 35611				
I, <u>Charles C. Lovoy</u> , as <u>Secretary</u> for the above named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.						
Date		Signature of Authorized Representative				
12/13/23		CCL				



2023-011-ITB / Intersection Improvements

Issued November 22, 2023

BID TABULATION

BIDDER NAME	Grayson Carter & Son Contracting, Inc.	Wiregrass Construction Company, Inc.	Rogers Group, Inc.	APAC-Alabama, Inc.
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y	Y
BID BOND	Y	Y	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y	Y
CERTIFICATE OF INSURANCE	Y	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y	Y
TOTAL BASE BID	\$387,127.56	\$429,949.50	\$438,870.00	\$448,863.40

I hereby certify that this is a true and accurate tabulation of all bids received on the above-referenced project.

Alicia Walden

Alicia Walden

Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 13th day of December, 2023.

Jennifer Jones
Notary Public



City of Madison, Alabama

INVITATION TO BID

#2023-011-ITB | Intersection Improvements at Wall Triana Hwy and Gillespie Road

Issued November 22, 2023

AGREEMENT FOR GENERAL CONTRACTING SERVICES

THIS AGREEMENT made and entered into by and between **Contractor Name** hereinafter “Contractor,” and the City of Madison, Alabama, a Municipal Corporation, hereinafter “City” or “Owner.”

W-I-T-N-E-S-S-E-T-H:

In consideration of the mutual agreements and provisions contained in this Agreement, the Contractor and the City agree in regard to a public works project (hereinafter the "Project") as described in the Invitation to Bid.

The Contractor shall construct the Base Bid for the Project as well as furnish at its own cost and expense all labor, tools, equipment, materials, and transportation as are required to be furnished by the Contractor, and shall perform the work in the manner and form required to construct the Project as it is more specifically described in this Agreement and as provided by the plans, specifications, and documents, all of which are incorporated into this Agreement by reference, and all addenda together with all plans and drawings on file in the City of Madison Legal Department and the City of Madison Engineering Department.

ARTICLE I. GENERALLY

A. Contract. As used throughout these documents, the term "Contract" means and includes all of the following documents regarding this ITB: Advertisement for Bids, each issued Addendum, any Instructions to Bidders, the submitted Bid, all General Specifications, any Detail Specifications, Supplemental and Special Conditions (if attached), together with this Agreement and any modifications, including Change Orders, if made, and the drawings, plans, and profiles now on file with the City Attorney and City Representative, as well as all guaranties and sureties posted by Bidder/Contractor in connection with this Contract and all insurance certificates.

All documents listed in this section are adopted by this reference and constitute a part of this Agreement to the same extent as if each were set out in full.

B. Independent Contractor. City and Contractor hereby state that it is the express mutual intent of the parties that an independent contractor relationship be, and hereby is, established under the terms and conditions of this Agreement. Both parties further mutually understand and agree that employees of the Contractor are not nor shall they be deemed employees of the City and that employees of the City are not nor shall they be deemed employees of the Contractor. In no event shall the Contractor attempt to commit, promise, or obligate the name or resources of the City in any manner whatsoever.

C. Order of Precedence. Where more than one document relates to the same matter, if both can be given reasonable effect both are to be retained. In the event of conflict, the City Representative shall determine which document, term, or specification governs.

D. Integration; Contract Terms and Construction.

1. Integration: This Agreement together with all other component documents of the Contract constitute the entirety of the agreement of the parties with respect to its subject matter. All understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party that is not contained in this Agreement has been relied on by any party in entering into this Agreement.
2. Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement or Change Order, in writing, properly executed by the parties.
3. Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, successors, and assigns.
4. Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.
5. Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.
6. Mandatory and Permissive: "Shall," "will," and "agrees" are mandatory; "may" is permissive.
7. Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.
8. Ownership of Contract: The Contract, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract are the instruments of service for this Project. They are not to be used on other work and are to be returned to the City on request at the completion of the Project. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City, the City Representative, or the City Attorney. Such user shall hold the City and its employees, agents, and officials harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption entitles the City to further compensation at rates comparable to those paid for similar work by licensed professionals.

E. Rules of Construction. For the purposes of this Contract, except as otherwise expressly provided or unless the context otherwise requires:

1. Words of masculine, feminine, or neutral gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.
2. All references in this Agreement to designated "articles," "sections," and other subdivisions or to lettered appendices are to the designated articles, sections and subdivisions hereof and the appendices attached hereto unless expressly otherwise designated in context. All article, section, and other subdivision and appendix captions are used for reference only and do not limit or describe the scope or intent of, or in any way affect, this agreement.

3. The terms “include,” “including,” and similar terms are construed as if followed by the phrase, “without being limited to”.
4. All recitals set forth in, and all appendices to, this agreement are hereby incorporated into this agreement by reference.
5. No inference in favor of or against any party shall be drawn from the fact that such party or such party’s counsel has drafted any portion hereof.
6. All references in this Agreement to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.
7. Each provision of this Agreement shall be considered to be severable and if for any reason any such provision or any part thereof is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

F. Coordination of Plans, Specifications. The specifications, plans, drawings, and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be comprehensive to describe and provide a complete work. Should any portions of the plans, specifications, or drawings be obscure or in dispute, they shall be referred to the City Representative, and he shall decide the true meaning and intent. The City Representative shall also have the right to correct any errors or omissions at any time when such corrections are necessary for the proper fulfillment of said plans and specifications.

G. Taxes and Charges. Subject to Contractor’s application for and receipt of a Certificate of Sales and Use Tax Exemption from the State of Alabama, Contractor shall withhold and pay all sales and use taxes and all withholding taxes, whether local, state, or federal, and pay all Social Security taxes and also all State Unemployment Compensation taxes, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws. Pursuant to *Ala. Code* §39-1-3 (1975), Contractor shall be reimbursed for any additional severance, sales, or uses taxes incurred as a result of an increase in the rate of such taxes imposed during performance of the Contract, measured from the time Contractor submitted the successful Bid until completion of the Contract.

H. Shop Drawings and Submittals. The Contractor shall submit to the City Representative any requested shop drawings, samples, and submittals depicting or representing the construction of portions of the Project in accordance with the plans and specifications. The Contractor shall pay for, or the cost may be withheld from payments to the Contractor for, no more than two (2) reviews of the shop drawings, samples, submittals, or similar element of work by the City Representative.

I. Alabama Immigration Law. 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, to the extent allowed by Federal law. Contractor has provided a written certification

of compliance with Ala. Code § 31-13-9 (1975, as amended) by submitting proof of enrollment in the E-Verify program and by signing the “Immigration Law Compliance Statement” which is included in the Invitation to Bid. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees and court costs), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations set forth in this section or contained in Ala. Code § 31-13-1 (1975), et seq.

J. Open Trade. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE II. PAYMENTS, CLAIMS, CHARGES, ETC.

A. Contract Price. The City will pay, and the Contractor will accept in full consideration for the performance of the Project, payment in accordance with the unit prices set forth in Contractor's accepted Bid, the total amount of compensation subject to additions and deductions as provided in this Agreement not to exceed **three hundred eighty-seven thousand one hundred twenty-seven dollars and fifty-six cents (\$387, 127.56).**

B. Estimated Quantities and Unit Prices. If award was made in whole or in part based upon unit prices, the Contractor agrees that the prices given in the Bid are unit prices. The estimated quantities as stated in the Bid and as indicated on the plans are approximate only; are subject either to increase or decrease; and are only for the purpose of comparing on a uniform basis the Bids offered for the Project under this Contract. Contractor further agrees that, should the quantities of any of the items of the work be increased, it will perform the additional work at the unit prices set out in the Bid and that, should the quantities be decreased, payment will be made and accepted on actual quantities at the unit prices, and he will make no claim for anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the Project.

C. Overtime Work by Contractor. If the Contractor, for his convenience and at his own expense, should desire to carry on his work outside the hours of 7:00am to 7:00pm local time, Monday through Friday, he shall submit written notice to the City Representative and he shall allow ample time for satisfactory arrangements to be made for inspecting the work in progress. At no time shall the notice be given less than twenty-four (24) hours before such overtime work is started. The Contractor must obtain, through the City Representative, the City's approval for work outside the specified hours or on Saturdays, Sundays, or legal holidays. The Contractor shall light the different parts of the Project as required to comply with all applicable federal and state regulations and with all applicable requirements of the City.

In general, the City's Inspectors are subject to being present at all times that the Contractor is working. Therefore, if the Contractor elects to schedule and perform overtime work, the Contractor shall pay the City for the City's Inspector's salary and reimbursable expenses for each hour of overtime incurred by the City's Inspector as a result of Contractor's performance outside the hours set forth above. Overtime shall be rounded up to the nearest whole hour. This amount shall include the Inspector's salary at his overtime rate and the labor additive, which includes insurance, social security, workmen's compensation, sick pay, paid holidays, vacation pay, and his vehicle and equipment. Payment to the City shall be made by an equal deduction from the amount due on a subsequent invoice submitted by Contractor for payment.

D. Payments to Contractor, Retainage. City shall make partial payments to Contractor of the billable work performed less payments already made and less deductions for any incomplete, unaccepted, or defective work. In making partial payments to the Contractor, there shall be retained five percent (5%) of the estimated amount of work done and of the estimated value of materials stored on the site or suitably stored and insured off-site.

Contractor may apply for payment for work performed by submitting to the City Representative an application for payment showing the status of the Contract sum to date, including the total dollar amount of the Project completed to date; the amount of retainage (if any); the total of previous payments; a summary of Change Orders; and the amount of current payment requested. If properly completed and acceptable to the City Representative, he shall affix his signature and certify to the City that payment in the amount indicated is due to Contractor. However, if, upon inspection of the Work performed, the City Representative finds that the payment requested is not appropriate given the Work completed, the City Representative may certify an amount different than the amount applied for and provide an explanation therefor.

Once fifty percent (50%) of a Project has been satisfactorily completed, no further retainage will be withheld. Retainage shall be held until final completion and acceptance of all Work covered by the Contract unless escrow or deposit arrangements are agreed to by the City. When maintenance periods are included in the Contract covering highways, bridges, or similar structures, such period shall be considered a component part of the Contract and retainage will be held until the expiration of such periods.

At the conclusion of the Project and upon Contractor's completion of the Project, Contractor shall present a verified application for payment. On completion and acceptance of each separately identifiable portion of the Project for which a separate price has been stated in the Contract or which can be separately ascertained, payment may be made in full including retainage but less deductions.

All materials and work covered by partial payments as provided for in this Agreement shall become the sole property of the City, but the Contractor shall maintain the sole responsibility for the care and protection of materials and Work upon which payments have been made and for the restoration of any damaged Work.

The City may also withhold from time to time from payment to the Contractor in such an amount or amounts as may be necessary to pay and fully satisfy all claims and demands for labor and services rendered in and about the Project, including any such amount or amounts due to be paid to or by any subcontractor or supplier, amounts for City's or City Representative's observers or inspectors for Contractor's overtime as provided in this Agreement, or for engineering or design services associated with Contractor-initiated Change Orders or submittals in excess of that permitted in this Agreement. The Contractor hereby authorizes the City, as its limited agent, to apply such amounts so withheld to the payment of any amount so due to be paid and all other just and lawful claims other than claims for damages for tort. In case of disagreement with reference to any such claim or claims, the City may keep such amounts so withheld on account of such claim or claims until such disagreement is finally settled and determined.

In addition, the City may also withhold payment of the whole or any part of a verified or approved application for payment from the Contractor to such an extent as may be necessary to protect itself from loss on account of any of the following causes discovered subsequent to its verification or approvals:

- a. Defective work.
- b. Evidence indicating probable filing of claims by other parties against the Contractor.
- c. Failure of the Contractor or its subcontractor to promptly make payments to subcontractors or for materials, labor, food stuffs, and supplies.
- d. Damage to another contractor under separate contract with the City.
- e. Assessment of liquidated damages.

In the absence of same, applications for payment will be verified by the City Representative and/or approved for amounts not previously verified and approved because of their presence.

At any time during the term of this Contract or any extensions thereof, Contractor shall not attempt to withdraw, without the express written consent of the City, the whole or any part of the amounts so retained by the City from payments due the Contractor by the establishment of an escrow account or by depositing securities in lieu thereof pursuant to *Ala. Code* §39-2-12(e) or (f), or any amendments thereto or any equivalent law, ordinance, or regulation. It is expressly agreed between the parties hereto that should the City elect not to consent to the same, then the Contractor shall not withdraw, attempt to withdraw, or in any manner whatsoever endeavor to withdraw such retained amounts.

E. Differing Site Conditions. If, in the performance of the Contract, subsurface or latent conditions are found to be materially different from those indicated by the plans and specifications, or unknown conditions of an unusual nature are disclosed which differ materially from conditions usually inherent in work of the character shown and specified, the Contractor shall immediately notify the City Representative in writing regarding such conditions but in no event later than twenty-four (24) hours after discovery of such conditions by the Contractor.

Upon such notice, or upon observation of such conditions, the City Representative will promptly make such changes in the plans and/or specifications as he finds necessary (if any are necessary) to conform to the different conditions, and any increase or decrease in the cost of the Project resulting from such changes may be adjusted as provided under Change Orders as set forth in this Agreement.

F. Change Orders. The City may approve Change Orders if one or more of the following conditions apply:

1. Minor changes for a total monetary amount less than that required for competitive bidding.
2. Changes for matters incidental to the original Contract necessitated by unforeseeable circumstances arising in the course of work under the Contract.
3. Changes due to emergencies.
4. Changes provided for in the original bidding and original Contract as alternates.
5. Changes of items not contemplated or foreseen when the plans and specifications were prepared and the Project was advertised, which are in the public interest, and which generally do not exceed ten percent (10%) of the Contract Price, subject to Alabama Bid Law exceptions.

The Contractor is expected to complete the Project as bid and specified within the financial parameters stated in the ITB. However, if it shall be determined that a Change Order condition exists during the performance of the Contract, the Contractor shall promptly notify in writing the City Representative and shall not implement such change until having received necessary City approvals. If the change is minor in the opinion of the City Representative and does not involve (1) an increase in the Contract sum; (2) an extension of the Contract time; or (3) a material change in the Contract scope of services, then the City Representative may authorize the change in writing to the Contractor. The Contractor shall not perform such change until receipt of such written Change Order.

In the event the Change Order requested by the Contractor involves (1) an increase in the Contract sum or construction bid price, (2) extension of the Contract time, or (3) a material change in the Contractor's scope of work or services, then the Contractor shall request a Change Order in writing and present the same to the City Representative and City Attorney who both shall determine whether this is a Change Order which can be allowed and, if so, what exception it would fall under. The City Representative shall then document the same, attach the same to the Contractor's request for a Change Order and submit the same with his recommendation to the City Council at its next or any subsequent regularly scheduled Council meeting for approval.

The City reserves the right to institute Change Orders as the Owner pursuant to the aforesaid terms and conditions.

In no event is a Change Order to be executed by the Contractor prior to approval thereof by the City, except for emergencies.

G. Construction Schedule and Periodic Estimates. After execution and delivery of the Contract and before the first partial payment is made, the Contractor shall deliver to the City Representative a construction schedule showing the proposed dates of commencement and completion of each of the various activities; the work required under the Contract; the interrelationship of each activity; sequencing and timing of performance of each portion of the Project; and the anticipated amount of each monthly payment that will become due in accordance with the Construction Schedule. The Contractor shall also furnish a detailed estimate giving a complete breakdown on the Contract price and periodic itemized estimates of the Work done for the purpose of making partial payments. However, the same will not be considered as fixing a basis for additions to or deductions from the Contract price.

ARTICLE III. TIME

A. Notice to Proceed. The Contractor hereby agrees to commence performance of this Contract on the date to be specified in a written "Notice to Proceed" and to fully complete the Project within one hundred twenty (120) calendar days.

B. Delay. Contractor may be entitled to a reasonable extension of time, as determined by the City, in which to complete the Project if he is delayed at any time in the progress of the Work by any of the following causes:

1. Fires, abnormal floods, tornadoes, or other cataclysmic phenomena of nature.
2. Strikes, embargoes, lockouts, war, acts of public enemy.
3. Properly authorized and approved Change Orders.
4. Acts of performance or delays in performance by other contractors employed by the City or their subcontractors.
5. Causes shown by Contractor to be beyond its control.

In the event one of the above-cited circumstances results in Contractor's delay, Contractor shall immediately give notice in writing to the City and follow extension of time procedures as provided for in this Agreement. The City expressly disclaims any liability to Contractor for any cost, expense, or damage caused by other contractors, subcontractors, or suppliers, including those engaged by the City. The City will not be liable for damages or costs to the Contractor sustained due to any interference from utilities or appurtenances or from the operations of relocating the same.

C. Extensions of Time. All written requests for extensions of time must be submitted to the City Representative within five (5) calendar days after the occurrence of the cause for delay. The City Representative shall ascertain the facts and the extent of the delay and shall recommend to the City Council whether it should extend the time for completing the Project. Any extension of time shall be in writing and processed as a Change Order.

For Change Orders requesting extensions of time due to rain, wind, flood, or any other natural phenomenon, the Contractor's written request must be accompanied, at the City's request, by a detailed report of weather at this site for the last three (3) years with averages showing means and statistical deviations from mean averages to support request for extension. No extension shall be made for delays due to rain, wind, flood, or any other natural phenomenon of normal intensity for the locality.

In the event any material changes, alterations, or additions are requested and which, in the opinion of the City Representative, will require additional time for execution of any work under the Contract, the time of the completion of the Project may be extended through Change Order. No extensions of time shall be given for any minor changes, alterations, or additions. The Contractor shall not be entitled to any reparation or compensation on account of such additional time or extensions of time, and the City's granting of an extension of time shall not be valid grounds for a claim by the Contractor for damages or for additional costs, expenses, overhead, profit, or other compensation.

D. Right of the City to Terminate Contract. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience by providing written notice to Contractor of such termination. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, equipment, and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows:

1. the actual cost of the Project completed in conformity with this Agreement; plus
2. such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; plus
3. ten percent (10%) of the cost of the Work referred to in subparagraph (1) above for overhead and profit.

If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for the Contractor or any of its property, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or if it should refuse or fail to make prompt payment to persons supplying labor for the Project under the Contract, or persistently disregard instructions of the City Representative or fail to observe or perform any provisions of the Contract, or fail or neglect to promptly prosecute or perform the Project in accordance with the Contract, or otherwise be guilty of a substantial violation of any provision of the Contract, then the City may, without prejudice to any other rights or remedies of the City in the premises, immediately terminate the Contractor's right to proceed with the Project. In such event, the City may take over the Project and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any and all excess cost occasioned to the City thereby, including attorney's fees; and in any such case, the City may take possession of and utilize in completing the Project such appliances and plant of the Contractor or its subcontractors as may be on the work site and necessary or useful therefor.

In the event of termination, the same shall not relieve the Contractor or any of its sureties of their obligations pursuant to this Contract.

In the event it becomes necessary for the City to maintain any legal action against the Contractor to enforce its rights under this Agreement, the Contractor shall pay the City's expenses associated therewith, including a reasonable attorney's fee.

E. Time of the Essence; Liquidated Damages. The parties hereto mutually understand, agree, and state that, due to the nature of the Project and the damage and inconvenience to the City and its citizens that would be caused by any delay in completion thereof, *time is of the essence*. The Project contracted hereunder shall be fully completed within one hundred twenty (120) calendar days following the execution of the Notice to Proceed. Because time is a material element of this Agreement, should the Project not be completed within the time specified, scheduled, or as extended, it is understood and agreed that there may be deducted by the City from the partial and/or final payments to the Contractor, or otherwise charged to the Contractor, a sum computed at the rate of Eight Hundred Fifty Dollars (\$850.00) per day beginning from the stated or extended date of completion

and continuing for so long as the Project remains incomplete. The parties agree that potential damages are difficult to determine at the time of execution and that this amount is a reasonable measure thereof.

It is understood and agreed by the parties that the above deduction is not a penalty, but money due to reimburse the City for inconvenience and damage to the general public due to the delay in the completion of the Project and is reasonable. The collection of liquidated damages by the City shall not constitute an election or waiver by the City of recovery of additional delay or non-delay-related damages from the Contractor, and the City expressly reserves the right to recover actual damages for other harms resulting from delay. The provisions of the liquidated damages clause shall apply and continue to apply even if the Contractor terminates or abandons the Project prior to the scheduled completion dates.

ARTICLE IV. WORK AND MATERIALS

A. Cooperation of Contractor. Contractor shall have available on the job site at all times at least one (1) copy of the plans and specifications prepared for the Project. He shall give the Project all attention necessary to facilitate the progress thereof and shall cooperate with the City, City Representative, and with other contractors in every way possible. Using his best skill and attention, Contractor shall give efficient supervision to the Project and shall be solely responsible for all construction means, methods, techniques, and procedures; for providing adequate safety precautions; and for coordinating all portions of the Project under the Contract.

B. Superintendence. Contractor shall assign to and keep at the Project site competent supervisory personnel and, prior to commencement of the Work, shall designate in writing an authorized representative who shall be an employee of the Contractor and who shall have complete authority to represent, to receive notice for, and to act for the Contractor. Contractor shall not permit or allow any work to be conducted upon the Project site without the presence of such supervisory personnel. The City Representative shall be notified in writing prior to any change in superintendent assignment.

C. Contractor's Tools and Equipment. The Contractor's tools and equipment used on the Project shall be furnished in sufficient quantity and of a capacity and type that will adequately and safely perform the work specified, and shall be maintained and used in a manner that will not create a hazard to persons or property or cause a delay in the progress of the Project.

D. Furnishing Labor and Equipment. Contractor shall furnish and pay for all equipment, labor, and supervision, and all such materials as required to be furnished to perform the Work and as may otherwise be necessary to the completion of the Project and the operation of each construction crew required.

E. Employees. Contractor shall employ only competent, skillful workers on the Project, and whenever any person shall appear to be incompetent or to act in a disorderly, unsafe, illegal, or improper manner, such person shall promptly be removed from the Project by the Contractor.

F. Materials and Appliances. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, water, heating, lighting, fuel, power, transportation, machinery, appliances, telephone, sanitary facilities, temporary facilities, and other facilities and incidentals necessary for the execution and completion of the Project.

Contractor warrants to the City that, unless otherwise specified, all materials furnished under this Contract shall be new and that both workmanship and materials shall be of good quality, free of faults and defects, and in conformance with the Contract. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Material and/or equipment damaged by flooding or other causes during the construction

period shall be subject to rejection by the City Representative. Reconditioning and/or repairing materials used for the Project is not acceptable unless first approved by the City Representative.

G. Asbestos and Hazardous Materials. Unless specifically authorized and instructed to the contrary by the City, the Contractor shall not permit, allow, place, install, or incorporate into the Project or upon the work site, any hazardous material(s), including, but not limited to, any products or materials that contain asbestos in any quantity. It shall be the responsibility of the Contractor to inspect all materials and products delivered for incorporation or installation in the Project to ensure that they contain no hazardous materials or asbestos. Where the Contractor or any subcontractor has or should have a reasonable suspicion that any product or material contains asbestos or other hazardous material, the Contractor shall immediately inspect the material or product, obtain a product or material data sheet, and notify the City's representative prior to installation or incorporation of the same into the Project. Any product or material determined to contain asbestos or other hazardous material shall be removed from the Project immediately and properly disposed of as required by law. Products or material to which the Contractor should pay particular attention to avoid the presence of asbestos include, but are not limited to, the following: concrete, batt insulation, roof insulation, building felts, mastics, water proofing products, adhesives, resilient flooring products, ceiling tiles, interior coatings, exterior coatings, roofing, pipe installation, duct installation, and pre-assembled items of equipment.

At the completion of the Project, the Contractor shall submit a duly executed Asbestos Affidavit (if applicable) prior to final payment.

The Contractor is responsible for insuring that all of its employees and subcontractors are adequately trained to handle hazardous materials in accordance with 49 CFR §172(g).

H. Protection of Project and Property (as applicable). Contractor shall furnish and install all necessary temporary works for the protection of the Project. The Contractor shall at all times adequately maintain, guard, and protect the Project from damage and safely guard and protect private, commercial, industrial, the City's, and others' property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the plans or specifications or caused by agents or employees of the City.

Contractor shall protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which are not required to be removed or do not unreasonably interfere with construction, as may be determined by the City Representative, and be responsible for all cutting or damaging of trees and shrubs or grassed areas, including damage due to careless operation of equipment or to the stockpiling of materials or equipment.

Care shall be taken by the Contractor in felling trees that are to be removed to avoid any unnecessary damage to vegetation or other trees that are to remain in place. Any limbs or branches unavoidably broken during such operations shall be trimmed with a clean cut and painted with an approved tree priming compound. The Contractor may be required to replace or restore at his own expense all vegetation not protected and preserved as required.

Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities required for protection by federal, state, or municipal laws and regulations, or local conditions.

Contractor shall comply with local and state regulations governing the operation of premises that are occupied and shall perform the Contract in such a manner as not to interrupt or interfere with the operation of other facilities.

Contractor shall store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Project as will not unduly interfere with the progress of the Work or the work of any subcontractor.

Contractor shall not place upon the Project, or upon any part thereof, loads inconsistent with the design or safety of that portion of the Project.

Contractor shall provide and maintain access to all public and private properties at all times and be responsible for any damage caused by his operation to existing driveways, yards, streets, parking lots, utilities, railroads, etc., and such damage shall be corrected at the Contractor's expense. Roadways authorized closed by State or Local authorities shall be maintained to provide access to all fire, police, and other emergency vehicles, and all individuals having private property in the closed area. In the event access to any public or private property or right-of-way will be completely closed for a period of time, Contractor shall notify the City Representative and all other individuals, businesses, or governmental agencies that may be affected by such closure at least seventy-two (72) hours in advance.

I. Protection of Existing Utilities. Contractor shall determine the exact location of all existing utilities before commencing the Work and shall provide whatever measures are necessary to properly protect and maintain all existing utilities encountered in the course of the Work. Contractor agrees hereby to be fully responsible and liable for any and all damages which might occur by his failure to exactly locate and/or preserve the location of any and all underground or overhead utilities. If any utilities are to be affected during the course of construction, the Contractor shall so notify the owners thereof at least seventy-two (72) hours prior to any such construction activity. The Contractor shall fully cooperate and coordinate with all utility owners in the event of an interruption to any utility service. The cost for locating, uncovering, and protecting underground and/or overhead utilities is included within the Contractor's Bid price.

Additionally, Contractor shall maintain all storm sewers, drains, and/or ditches so that flow is not disturbed or impeded. Contractor shall protect storm drains, inlets and/or ditches, lawns, landscaping, and other facilities from damage during the testing and flushing.

J. Limiting Exposures. The Contractor shall perform the work on the Project to ensure that no part of the construction, complete or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

Contractor shall minimize dust and air pollution through the use of water or other devices and shall require the use of properly operating combustion emission control devices. Contractor shall also encourage the shutdown of construction vehicles when not in use.

K. Safety. Contractor shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable provisions of federal, state, and municipal safety laws and applicable regulations to prevent accidents or injury to persons on or about or adjacent to the premises where the Project is being performed. He shall erect and properly maintain at all times, as required by conditions and progress of the Project, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by features of construction and the site.

Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the State Accident Prevention in Construction provisions to the extent that such provisions are not in contravention with applicable laws.

Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the jobsite, including safety of all persons (including, but by no means limited to, the public, site personnel, visitors, or City employees) and property during the Contract period. The Contract period shall include any subsequent warranty or other period associated with Project deficiency or repair and all hours including, and in addition to, normal working hours.

Safety provisions shall conform to the Federal and State Departments of Labor and the Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth in this Agreement, and any regulations that may be specified in other parts of this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth in those standards and regulations.

Contractor shall at all times provide proper facilities for safe access to the work by authorized representatives of the Owner.

L. Traffic Control. Contractor shall be responsible for any necessary traffic control, including a plan and all necessary devices, required to work in, upon, or in proximity to public right-of-way or vehicular traffic. The traffic control plan and all traffic control devices shall conform, at a minimum, to the *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition, Federal Highway Administration. Should the appropriate public authority determine a greater degree of traffic control is required, the Contractor shall promptly provide the same. Where deemed necessary by either the Contractor or the City, the Contractor shall submit a plan to the City Representative for approval before commencing construction.

Reasonable means of ingress and egress by vehicular and/or pedestrian traffic to property adjacent to the Project shall be maintained at all times. The Contractor shall indemnify and hold the City harmless for any claims or causes of action including, but not limited to, those for inverse condemnation and/or lost profits arising out of or in any manner associated with access to or the restriction or prevention thereof to adjoining property. Traffic control is of paramount importance during the construction of this Project and the terms and conditions in the Contract in regard to these matters must be strictly adhered to.

M. Sanitary Regulations. Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State Department of Health. At a minimum, necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor in such a manner and at such points as shall be approved by the City Representative. Use of these facilities must be strictly enforced.

N. Cutting, Patching. Unless otherwise stated in this Agreement, the Contractor shall be responsible for any necessary cutting, fitting, and patching of the Project that may be required to properly receive the Work, to make its several parts join together properly, and to receive and provide for the work of other contractors or utilities, or as required by drawings and specifications to complete the Project. After such cutting, Contractor shall replace or restore or repair and make good all defective or patched work as required by the City Representative. He shall not cut, excavate, or otherwise alter any work in any manner or by a method or methods that will endanger the Project, adjacent property, workmen, the public, or the work of any other contractor. The Contractor shall check the location of all sleeves, openings, slots, etc., for the piping, ducts, breeching, conduits, louvers, grills, fans, etc., as they are laid out on the job.

Pipes passing through concrete or masonry walls shall be protected by pipe sleeves two sizes larger than the pipe plus its installation to provide free movement.

Under no condition shall structural, framing, or other parts or members subjected to computed stress be cut or disturbed without the approval of the City Representative. Any plates, studs or joists, or rafters that are approved to be cut to execute necessary work shall be securely strapped and braced to restore their strength by approved methods.

Unless otherwise indicated in the Contract Documents, all pavement, rights-of-way, or driveways cut by the Contractor during the performance of the Project shall be returned to service as soon as possible and replaced or repaired within seven (7) calendar days of completion of the Project.

All major thoroughfares must be repaired the same day as cut. The Contractor shall be responsible for the safety and welfare of the traveling public while construction work is being done and until the City accepts the Project.

Contractor will replace, at his own expense, all pipe and accessories that may be broken, damaged, stolen, or lost and all materials that may become damaged, lost, stolen, or misused.

City Representative's approval shall be obtained before cutting or drilling holes in concrete or masonry that tend to damage or weaken the load capacity.

O. Trailers. With the approval of the City Representative, the Contractor may park trailers or other structures for housing men, tools, machinery, and supplies, but they will be permitted only at approved places and their surroundings shall be maintained at all times in a sanitary and satisfactory manner by the Contractor. On or before the completion of the Project, all such trailers or structures shall be removed, unless the City authorizes their abandonment without removal, together with all rubbish and trash, at the expense of the Contractor.

P. Construction Staking. If necessary, the City will furnish initial lines and grades to establish the initial horizontal and vertical control points and define the beginning and ending points of the Project. The Contractor is responsible for engaging the services of a qualified engineer or land surveyor to replace and/or re-establish, in accordance with the construction plans and/or specs, all construction stakes that are disturbed, displaced, or destroyed during construction.

If the Contractor finds any errors or discrepancies with the construction staking or the criteria upon which it is based, he/she shall promptly notify the City Representative.

Q. Periodic Cleanup. At all times, the Project premises should be sanitary, safe, reasonably clean, and orderly. Contractor shall provide adequate and approved containers throughout the work site for collection and disposal of waste material, debris, and rubbish and shall, at least weekly (and as requested by the City Representative during the progress of the Project), clean up and remove from the premises all refuse, rubbish, scrap materials, and debris caused by its employees or its subcontractors resulting from the Work. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings, except during building renovations with adequate precautions and into proper receptacles. The Contractor shall comply with all municipal litter and construction site ordinances.

Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws, including, but not limited to all applicable portions of the City's stormwater control ordinance. No burning or burying of rubbish or waste materials is permitted on the Project site. The Contractor shall dispose

of any hazardous material in a safe manner, off site, in accordance with applicable laws and regulations and shall not dispose of volatile or hazardous waste in storm or sanitary sewer drainage ditches, streams, or waterways.

Before the Project will be considered complete, all rubbish created by or in connection with the Project must be removed by the Contractor and the premises left in a condition by the Contractor satisfactory to the City Representative. Streets, curbs, crosswalks, pavement, sidewalks, fences, and other public and private property disturbed shall be restored to their former condition or better, and final payment will be withheld until such work is finished by the Contractor.

R. Erosion Control. As required by the City of Madison Engineering Department, Contractor shall provide and maintain temporary soil erosion and sediment controls necessary for the management of construction stormwater discharge quality. These controls shall be in accordance with the most recent version of Section 665, “Temporary Soil Erosion and Sediment Control,” of the Alabama Department of Transportation’s *Standard Specifications for Highway Construction*, and shall be designed to protect the Project site from soil erosion and adjacent property and waters from damage by sediment transport and deposition during construction.

S. Wastewater Containment and Management Plan. To the extent that construction activity by the Contractor involves any wastewater infrastructure or construction activities in close proximity to any wastewater infrastructure, Contractor shall submit to the City Engineer, prior to commencing construction, a wastewater containment and management plan (the “Plan”). The Plan shall adequately address the means, methods, and techniques to be employed by the Contractor for containing and transporting wastewater in a sanitary manner without, at any time, permitting the discharge of wastewater into the environment or creating the necessity of a State-required sanitary sewer overflow report. The City Engineer may waive the requirement of submitting a Plan if he determines that the construction activity to which the Plan would relate does not involve any potential for the discharge of wastewater into the environment or does not necessitate creation of a State-required sanitary sewer overflow report.

T. Environmental Clause/Covenant. In all respects, Contractor shall comply with all environmental laws affecting the Premises. Contractor covenants to hold the City, its officers, agents, and employees harmless from and against any losses, costs, damages, or expenses (including attorney’s fees and expenses) arising out of the presence of hazardous substances on or about the premises or the violation of any environmental laws with respect thereto, the occurrence of which having arisen solely from the acts or omissions of Contractor, its subcontractors, agents, invitees, or employees. This indemnity shall survive the termination of this Contract and shall inure to the benefit of the City of Madison and its successors and assigns.

ARTICLE V. INSURANCE, LIABILITY

A. Contractor's Insurance.

1. Insurance Required. The Contractor shall not commence work under this Contract until it has obtained all insurance required by the Invitation to Bid and such insurance has been accepted by the City. The Contractor shall maintain the required insurance during the term of the Contract including any extensions of the term.

Insurance shall be written in comprehensive form by insurance companies rated A- or better by A. M. BEST and shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees or subcontractors and shall cover both on-site and off-site operations under this Contract and insurance coverage shall extend

to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired.

The obtaining and maintaining by Contractor and subcontractors of the insurance required in this Agreement does not relieve the Contractor of any responsibilities, obligations, or duties to the City pursuant to this Contract.

2. Additional Insurance. The Contractor may have an insurance professional review the Contractor's activities in regard to the performance of this Contract and is free to obtain any further or additional insurance or greater limits as recommended by the insurance professional. All additional policies of insurance shall name the City as an additional insured.
3. Insurance Limits. Neither the setting of insurance limits or requirements nor the acceptance or approval of the same by the City imply or represent that the limits or the insurance carrier is sufficient or that such insurance actually has been obtained, that being the responsibility of the Contractor.
4. Subcontractors. The Contractor shall require all subcontractors to take out and maintain the type of insurance required in this Agreement to the extent of their involvement in the Project so as to be adequate to protect against liability. In the event any work under this Contract is performed by a subcontractor(s), the Contractor shall remain responsible for any liability directly or indirectly arising out of the work performed under this Contract, regardless of whether or not such work is covered by the subcontractor's insurance. The Contractor shall not allow any subcontractor to commence work on the project until all similar insurance required of the subcontractor has been obtained. All subcontractors shall maintain required insurance during the term of the Contract including any extensions of the term.
5. City's Right to Review Coverage. The City shall have the right to inspect and approve Contractor's insurance coverage required in this Agreement. Should the City deem it advisable to modify the coverage in any way, it shall so request of the Contractor in writing, and should the Contractor fail to modify the coverage, then the City may pay the cost of any increased coverage or take credit for any decreases as may be appropriate. Review or acceptance of insurance by the City or representatives of the City shall not relieve or decrease the responsibility of the Contractor hereunder.
6. Waiver of Subrogation. To the extent that the Contractor is required to maintain insurance coverage for loss or damage to property or bodily injury, including Builders Risk All Risk insurance, the insurance must waive, and the Contractor hereby waives subrogation of claims against the City, its officers, agents and employees.
7. City as Additional Insured. The City shall be named as additional insured for ongoing and completed operations for up to two (2) years on the Contractor's and any subcontractor's policies for any claims arising out of the Work. Contractor shall provide the City with a Certificate of Insurance and endorsements naming the City as an additional insured and giving the City the promise of a thirty (30) day notice of cancellation or intent not to renew the insurance. Unless precluded by law, all policies must waive the right to recovery or subrogation against the City, officers, directors, employees, agents, and representatives. The coverage available to the City as an additional insured shall not be less than the limits set forth in this section and shall apply as

primary and non-contributory insurance with respect to any other insurance afforded to the City through its own carrier or otherwise.

8. Elevators, Hoists, Cranes, Conveyors. If the Contractor or a subcontractor will utilize in connection with the performance of the Work an elevator, material hoist, crane, conveyor, or other similar equipment, then the Contractor shall take out and maintain (or require the subcontractor to take out and maintain) insurance that shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees, or subcontractors resulting from the operation of such equipment.

B. Insurance.

TYPES OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 <i>each employee, each accident and policy limit</i>
Commercial General Liability	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$5,000,000
General Aggregate	\$5,000,000
Umbrella/Excess	\$5,000,000 each occurrence, and \$5,000,000 aggregate
Automobile Liability	\$1,000,000 <i>each accident, combined single limit</i>

1. Worker's Compensation Insurance. Contractor shall take out and maintain during the term or any extensions of this Contract Workmen's Compensation Insurance as required by Alabama law for all of its employees employed on the Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in any work under this Contract at the site of the Project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate accident insurance for the protection of its employees not otherwise protected.

Where work under this Contract may trigger the requirement for Federal Longshoreman's and Harbor Worker's Act and Federal Jones Act or insurance required by other applicable law or regulations, the Contractor shall obtain the same as required.

2. Owner's Protective Insurance. For projects with a contract amount of \$500,000.00 or greater, an Owner's Protective Policy is required in the minimum amount of \$1,000,000 each occurrence.
3. Umbrella/Excess Liability Insurance. Excess Liability insurance must insure against bodily injury, personal and advertising injury, and property damage, and all other coverages as specified above (Commercial General Liability, Employer's Liability, and Commercial Automobile Liability). Coverage must follow form and must apply as excess of the scheduled underlying policies. Such

policy(ies) shall name the Owner as additional insureds to the policy by applicable endorsement and provide a waiver of subrogation endorsement in favor of the Owner.

4. Miscellaneous Insurance. Contractor shall provide whatever insurance may be required of the City or the Contractor by permits from or agreements with the railroad, highways, or other utilities. Contractor shall familiarize himself with all insurance requirements contained in easements, permits, and agreements associated with this Project. Contractor shall provide any Railroad Protective Liability and other General Liability Insurance in the amounts contained in the agreements, permits, or easements or in greater amounts if higher limits are appropriate or required elsewhere. Contractor shall bear the cost of all required insurance and shall include in his Bid a sufficient amount to cover the cost of all required insurance. To the extent the City obtains permits or licenses for railroad or highway bores, crossings, or other work involved in the Project, the Contractor shall obtain adequate insurance to protect itself and the City.
5. Builder's Risk All Risk Insurance. The Contractor shall secure and maintain during the life of this Contract Builder's Risk All Risk Insurance coverage for 100% of the Contract Price. This insurance shall not exclude coverage for earthquake, landslide, tornado, flood, collapse, or loss due to the result of faulty workmanship. Such insurance shall also provide for any damages caused by injury to, or destruction of, tangible property, including loss of use resulting therefrom, and shall pay all losses to the Contractor and the City as their interest may appear.
6. Proof of Carriage of Insurance. Contractor shall furnish the City with satisfactory proof of carriage of the insurance required in this Agreement in the form of insurance certificates and endorsements, as well as the form of a policy upon City request.
 - a. Contractor's and any subcontractor's general liability and automobile liability insurance shall endorse the City of Madison, Alabama, a municipal corporation, and its officers, agents, and employees as additional insureds for any claims arising out of the Work.
 - b. Contractor's insurance endorsing the Owner and others as additional insureds shall be primary and non-contributory as to such endorsed insureds.
 - c. The certificate or policy, as the case may be, shall state that the City shall be given thirty (30) days' written notice of cancellation or of any change in the insurance coverage.
 - d. There shall be a statement that the Contractor and any subcontractors waive subrogation as to the City, its officers, agents, and employees.
 - e. There shall be a statement that full aggregate limits apply per job or contract.
 - f. Agent's verification of Contractor's insurance must be provided in a form satisfactory to the City.
 - g. Insurance shall contain no XCU exclusions or special endorsements.
 - h. Full aggregate limits must apply per job or contract.

C. No Personal Liability of Public Officials. In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

D. Indemnity. To the maximum extent permitted by law, the Contractor shall save harmless, indemnify, and defend the City and its officers, agents, and employees from and against any and all claims and losses, costs, expenses, or liability, including attorney's fees and litigation costs, caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by the Contractor or any subcontractor, regardless of the fault, breach of contract, or negligence of the City, its officers, agents, or employees, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the City and regardless of whether or not the Contractor is or can be named a party in a litigation.

Contractor agrees to indemnify and/or reimburse the City for any fines, violations, charges, suits, or sums of money imposed by the Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA), or any administrative agency on the City of Madison for any sewage or contaminate discharged or wetlands regulations violated as a result of or arising out of the Work as performed by Contractor.

Contractor has provided a written certification of compliance with Ala. Code § 31-13-9 (1975, as amended) by submitting proof of enrollment in the E-Verify program and by signing the "Immigration Law Compliance Statement" which is included in the Invitation to Bid. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees and court costs), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations set forth in this section or contained in Ala. Code § 31-13-1 (1975), et seq.

E. Errors and Omissions. Contractor agrees to release and hold harmless the City of Madison and each of its officers, agents, and employees from any damages claimed by the Contractor or subcontractors resulting from or attributable, in whole or in part, to errors in or omissions of the plans and specifications, including final drawings of the Engineer or other design professionals. As to plans, specifications, or designs prepared by independent design professionals, the parties agree that any City review or approval thereof is only for overall suitability, maintenance, and usability and there are no express or implied warranties by the City as to the adequacy, accuracy, correctness, or code compliance thereof.

F. Exclusion of Contractor Claims. In performing its obligations, the City Representative may cause expense for the Contractor or its subcontractors and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the City or its officers, employees, or agents for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed where such services are performed in good faith to protect the City or the public.

G. Inadequate Surety/Insurance. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement, any of the surety bonds of the Contractor or subcontractors relating to the Project shall be deemed by the City to be unsatisfactory, or if for any reason such bond(s) ceases to be adequate to cover the performance of the Work or the surety ceases to do business by agent in Alabama, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the City.

H. Changes. When changes in the scope of work by written order or Change Orders cumulatively equal ten percent (10%) of the total contract, including the Change Order or Change Orders, the insurance coverage included under this heading shall be increased accordingly by the Contractor. Proof of coverage shall be

established by endorsement to the original policy or by re-issue of the original policy to include the added coverage, or in accordance with any other acceptable policy with the insuring company for increasing the coverage.

ARTICLE VI. OBSERVATION OF THE PROJECT

A. Authority and Duties of City Representative. The City Representative shall be authorized and permitted to inspect all facets of the Work, including all materials, workmanship, equipment, processes, and methods of construction used by Contractor. Subject to the provisions of Article II, paragraphs F & G, he is not authorized to alter or waive any requirements of the specifications or the Contract. However, he shall have authority to reject material, workmanship, and/or equipment that are defective or otherwise not in accordance with the drawings and specifications and require correction by the Contractor. No work shall be deemed complete until it has been inspected by the City Representative.

The City Representative may designate observers, with assigned duties and restricted authority, to inspect the Project and to report to him on the progress of the Project, manner of procedure, quality of the material and workmanship, and compliance with the Contract. However, the presence of the City Representative or his designee as an inspector of the work performed shall not in any manner lessen the responsibility of the Contractor pursuant to this Agreement. Neither the City Representative nor any other representative of the City shall be responsible in any way for construction means, methods, or techniques or for the safety of the construction work, progress, or employees of the Contractor or any subcontractors.

B. Defective Work/Correction. Rejected workmanship shall be satisfactorily corrected by Contractor and rejected material shall be satisfactorily replaced with proper material by the Contractor, each without charge therefor, and the Contractor shall promptly segregate and remove the rejected material from the premises. Upon failure or neglect by the Contractor to promptly prosecute or perform the Work in accordance with the Contract or to make corrections to the Work as required by the City Representative, the City may, without prejudice to any other remedy it may have, complete the Work and/or correct the deficiencies and then deduct the actual cost thereof from payment which is then or thereafter due to the Contractor.

C. Contractor's Obligation Continues. The inspection of the Work shall not relieve the Contractor of any of its obligations to fulfill its Contract, notwithstanding that such work has been previously inspected by the City Representative and accepted or estimated for payment. The failure of the City Representative as inspector to condemn improper workmanship shall not be considered as a waiver of any defect, whether known at the time or discovered later, or as preventing the City at any time subsequently from recovering damages for work actually defective. All work shall be guaranteed by the Contractor against defects in workmanship for a period of **two (2) years from date of final payment.**

D. Disagreement. Should any disagreement or difference arise as to the estimated quantities or classifications or as to the meaning of the drawings or specifications, or any point concerning the character or acceptability or nature of the several kinds of work, or construction thereof, the decision of the City Representative shall be final and conclusive and binding on the Contractor.

E. Stop Work Orders. During unseasonable weather, all Work must stop when the City Representative so directs, and all work must be suitably protected by Contractor at all times. However, the City Representative shall be under no obligation to stop work on the Project. If the Project is stopped, the Contractor shall not be entitled to extra compensation for delays or problems associated with the stoppage.

F. Progress Meetings. Contractor shall conduct regular progress meetings during the course of the Project at least once a month or more often if requested by the City Representative. The meetings shall be held at a site convenient to all parties and if a site cannot be agreed upon, the City will designate a site. The Contractor, City Representative, the Contractor's Superintendent, all subcontractors, engineers, and inspectors, will attend.

If requested by the City Representative, Contractor shall keep accurate written minutes of the meetings and forward copies thereof to the City Representative before the next scheduled meeting.

ARTICLE VII. PROJECT COMPLETION

A. Substantial Completion. "Substantial completion" shall be that degree of completion of a defined portion of the Project, as evidenced by the City Representative's written notice of Substantial Completion, sufficient to provide the City, at its discretion, the full-time use of the Project or defined portion of the Work for the purposes for which it was intended.

When the Contractor believes that the Project is substantially complete, the Contractor shall prepare and submit to the City Representative a list of items to be completed or corrected and request an inspection for Substantial Completion. The failure by the Contractor to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract. After inspection and/or, if an operating facility, after a minimum of seven (7) continuous days of successful, trouble-free operation has been achieved during startup, the City Representative may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees or warranties, and to establish the date that the City will assume the responsibility for the cost of operating such equipment.

Said notice shall not be considered as final acceptance of any portion of the Project or relieve the Contractor from completing the remaining Work, including any remaining performance or acceptance testing, within the specified time and in full compliance with the Contract. Specifically, the issuance of a written notice of Substantial Completion shall not relieve the Contractor of his obligation to promptly remedy any omissions and latent or unnoticed defects in the Project.

B. Final Inspection. Upon notice from the Contractor that its work is complete, the City Representative shall make a final inspection of the Work and conduct any necessary testing. The City Representative shall notify the Contractor of all apparent and/or visible instances where the Project fails to comply with the plans and specifications and Contract, as well as any defects he may discover. Contractor shall immediately make such alterations as are necessary to make the Project comply with the plans and specifications and to the satisfaction of the City Representative.

After the City Representative has determined that the Work is acceptable under the Contract and after publication of final completion and all other requirements of final payment as provided for in this Agreement, then there shall be issued a final certificate of payment to the City stating the balance due the Contractor, less such amounts as may have been withheld by the City from time to time as provided in the Contract. In recommending to the City that it make such final payment to the Contractor, the City Representative shall also issue a certificate of final acceptance in which he shall recommend to the City that it accept the Work as complete and the Project as being final pursuant to the Contract.

None of the steps or actions taken by the City shall in any way relieve the Contractor of responsibility for faulty materials or workmanship. All warranty and guarantee periods for Contractor's Work on this Project shall commence on the date of issuance of final payment.

C. "As-Built" Drawings. Unless waived by the City Representative, the Contractor must provide to the City a set of "as-built" drawings acceptable to the City as a component part of the Project prior to final payment.

D. Final Cleanup. Before final completion and final acceptance, the Contractor shall remove from all rights-of-way and from all public and private property all tools, scaffolding, false work, temporary structures and/or utilities and their foundations (except those the City permits in writing to remain), rubbish and waste materials resulting from its operation or caused by its employees, and all surplus materials, leaving the site clean and true to its line and grade and the Project in a safe and clean condition ready for use and operation.

In the case of failure to comply with the above requirements for any part of the Project within the time specified by the City Representative, he may cause the work to be done and deduct the cost thereof from the Contract price on the next or succeeding application for payment, or in the event that the cost exceeds the balance due the Contractor, bill the Contractor for the excess.

E. Notice of Completion. Contractor shall, immediately after the completion of any portion of the Project and acceptance by the Owner as provided for in this Agreement, give notice as required by and in accordance with *Ala. Code* §39-1-1(f). Proof of publication of said notice shall be made by the Contractor to the City of Madison by affidavit of the Publisher and a printed copy of the notice published.

F. Final Payment. Upon completion of any portion of the Project by the Contractor and acceptance by the City Representative of all Work required of the Contractor for the Project, the amount due the Contractor pursuant to the Contract shall be paid upon the presentation by the Contractor to the City Representative of the documents set forth in Article II, Section D. for the purposes of establishing the following:

1. Evidence that all payrolls and all amounts due for labor and materials, other than claims for damages due to tort, have been fully paid and satisfied and there are no outstanding claims or demands associated with the work on the Project.
2. A release of all claims and claims of lien against the City from the Contractor and all major subcontractors (the City may waive the requirement for subcontractor releases) arising under and by virtue of the Contract and with the consent of the surety for release of final payment. If any subcontractor refuses to furnish such a release, Contractor may, with the consent of the City representative, furnish a bond with surety satisfactory to the City representative to indemnify against such claims.
3. Proof of publication of notice of completion, including affidavit of publisher and a printed copy of the notice so published, as provided by law.
4. In accordance with *Ala. Code* §39-2-12(c), a Non-Resident Contractor shall satisfy the City that he or she has paid all taxes due and payable to the State, the City and all applicable political subdivisions.

G. Acceptance of Final Payment Constitutes Release. The acceptance by the Contractor of final payment for any portion of the Project shall release the City, the City Representative, and their officers, employees, agents, and sub-consultants from all claims and all liability to the Contractor for all things done or furnished in connection with the Project, and every act of the City and others relating to or arising out of the Project except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release

the Contractor or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds, warranties and guarantees as provided in this Agreement and ITB.

ARTICLE VIII. WARRANTY AND GUARANTEES

A. Warranty and Guarantee.

1. *Warranty.* Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work, materials, and equipment will be of good quality, free from fault and defects and in conformance with the Contract. The Project must be safe, substantial, and durable construction in all respects. All work, materials, and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Warranties shall commence to run from the date of substantial completion.

The Project furnished must be of first quality and the workmanship must be the best obtainable. The Contractor hereby guarantees the Project and the work on the Project against defective materials or faulty workmanship for **two (2) years after final payment** by the City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of guarantee at no cost to the City.

2. *Guarantee.* If, within the designated warranty period, any of the Project, work, materials, or equipment is found to be defective or not in accordance with the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. The City shall give such notice promptly after discovery of the condition.

B. Correction of Defective Work During Warranty/Guarantee Period. Contractor hereby agrees to make, at his own expense and no cost to the City, all repairs or replacements necessitated by defects in materials or workmanship, provided under the terms of this Contract, and to pay for any damage to other works resulting from such defects, which become evident within **two (2) years after the date of final payment** unless the City has previously given the Contractor a written acceptance of such defects. The Contractor shall promptly correct such defects upon receipt of a written notice from the City to do so. This obligation shall survive the termination of the Contract.

Unremedied defects identified for correction during the warranty period, but remaining after its expiration, shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the Project to an extended warranty period of **one (1) year after the defect has been remedied**.

Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors.

Contractor also agrees to hold the City, the City Representative, and City's employees harmless from liability or damages and cost and expenses of litigation of any kind arising from damage due to said defects.

City's rights under this Article shall be in addition to, and not a limitation of, any other rights and remedies available by law.

ARTICLE IX. LAWS, PERMITS

Contractor shall comply with and keep itself fully informed of all federal, state, city, and county laws, ordinances, and regulations which affect those engaged or employed in the Project or the execution of the Project. Contractor shall possess all permits and licenses required by applicable law, rule, or regulation for the performance of the Project.

Contractor shall protect and indemnify the City and its employees, officers, consultants, and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations, including, but not limited to, violation of copyright or patent laws.

Contractor shall cooperate with the City Engineer to register and obtain any and all necessary National Pollutant Discharge Elimination System (NPDES) Permits required by USEPA or the Alabama Department of Environmental Management (ADEM) as well as any applicable storm water permits or registration for the construction of the improvements specified in the Contract. Contractor shall abide by all regulations and conditions relative to the permit or registration and attachments to the permit or registration, including, but not limited to, sampling and monitoring. At the request of the City Representative, Contractor shall fulfill for the City all the requirements made upon the City by the permit or registration and shall perform all Work in compliance with and as required thereby. Contractor agrees to indemnify and hold harmless the City and its officers, agents, and employees from any fines, penalties, damages, claims, liabilities, or judgments arising out of or in any manner associated with Contractor's failure to perform the Work in strict accordance with all stormwater registration, permits, or license requirements.

If any portion of the Project involves work upon State right-of-way, the Contractor agrees to abide by the laws, terms, and conditions applicable to the same and obtain all permits required by the Alabama Department of Transportation.

ARTICLE X. MISCELLANEOUS

A. Notice and Service Thereof.

1. All notices, demands, requests, Change Orders, instructions, approvals and claims shall be in writing. Unless expressly otherwise provided elsewhere in this Agreement, any election, notice, or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if provided in accordance with the provisions hereof.
2. Any notice to or demand upon either party shall be in writing and shall be sufficiently given if addressed as stated in this Agreement and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered via private carrier in a sealed package with all costs being paid by the sender. It shall also be sufficient if such notice or demand is served personally on a party at the address set forth below.
3. **All notices to the City shall be addressed as follows:**
 City Engineer
 City of Madison Engineering Department
 100 Hughes Road
 Madison, Alabama 35758

With a copy to:
 City Attorney

City of Madison Legal Department
 100 Hughes Road
 Madison, Alabama 35758

All notices to Contractor shall be addressed as follows:

Grayson Carter & Son Contracting, Inc.
 146 Roy Long Road W
 Athens, Alabama 35611

B. Capacity. Each party to this Agreement represents and warrants to the other as follows:

1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules, and regulations.
2. That it has full power and capacity to enter into this Agreement and to perform each of the obligations and responsibilities conferred and assumed hereunder.
3. That, to the extent required, it has obtained the necessary authorization and approval through a legally binding act of its organization and that such approval has been reduced to writing and certified or attested by the appropriate official of the party.
4. That it has duly authorized and empowered a representative to execute this Agreement on its behalf and the execution of this Agreement by such representative fully and completely binds the party to the terms and conditions hereof.
5. That, absent fraud or other illegality, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company, or joint venture, the execution of this Agreement by any member thereof shall bind the party and to the extent that execution of the Agreement is limited to a manager, managing partner, or specific member, then the person so executing this Agreement is duly authorized to act in such capacity for the party.
6. That it represents and warrants to the other party that, to its knowledge, there is no litigation, claim, or administrative action threatened or pending or other proceedings against it which would have an adverse impact upon this transaction or upon its ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
7. That it has obtained any and all required licenses, permits, approvals, and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.
8. That under the applicable provisions of the Constitution and laws of the State of Alabama it has the power to consummate the transactions contemplated by this Agreement.
9. That it represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time or both) a default under the laws of the State of Alabama; any resolution, agreement, or other contract, agreement, or instrument to which the party is subject;

or any resolution, order, rule, regulation, writ, injunction, decree, or judgment of any governmental authority or court having jurisdiction over the party.

10. That this Agreement constitutes the legal, valid, and binding obligation of the party and is enforceable against it in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (a) Bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
11. That it will not enter into any agreement to do anything prohibited in this Agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.

C. No Waiver of Rights. Neither the inspection by the City Representative or by any of the City's officers, employees, agents, or sub-consultants; nor any order by the City for payment of money; nor any payment for, or acceptance of, the whole or any part of the Project by the City; nor any extension of time or Change Order; nor any possession taken by the City or its employees; nor the failure by either party to enforce any provision of this Agreement shall operate as a waiver of any provision of this Agreement or of any power reserved to the City in this Agreement, or any right to damages, nor shall any waiver of any breach in this Agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regard to latent defects, fraud, or such gross mistakes as may amount to fraud, or with regard to the City's rights under any warranty.

D. Subletting or Assigning of Contract. Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the Agreement, its obligations, rights, or interest in it, or its power to execute such Agreement, to any person, firm, or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any duty or responsibility to fulfill the Agreement. A sale, conveyance, or transfer of 50% or more of the stock or ownership of the Contractor shall be considered an assignment. However, in no event shall any portion of this Agreement be assigned to an unsuccessful Bidder whose Bid was rejected because he or she was not a responsible or responsive Bidder.

E. Third Party Beneficiaries. It is the intent of the parties hereto that there shall be no third-party beneficiaries to this Agreement.

F. Force Majeure. Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or other circumstances beyond the reasonable control of the other or the other party's employees, agents, or contractors.

G. Liability of the City or City Officials. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials, and City employees as set forth in this Agreement are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer, or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

H. Non-Discrimination. Contractor agrees that it will not discriminate against any person on the basis of race, color, sex, religion, national origin, or age in performing the Work required under this Agreement.

Contractor shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act, and all other applicable laws and regulations.

I. Fines and Penalties. The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner or Contractor which are related to the Contractor's operations.

J. Agreement Date, Counterparts. This Agreement shall be effective as of the date it is executed by the parties. In the event the authorized signatures are affixed on different dates, the latter date of execution shall be the effective date. This instrument may be executed in no more than two (2) counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

IN TESTIMONY WHEREOF, the parties hereto have caused to be affixed the signatures of their duly authorized representatives on the dates set forth below.

CITY OF MADISON, ALABAMA
a municipal corporation

ATTEST:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer of the City of Madison, Alabama, respectively, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2023.

Notary Public

RESOLUTION NO. 2023-414-R**RESOLUTION TO AMEND CONTRACT WITH GRAYSON
CARTER & SON CONTRACTING, INC.**

WHEREAS, on August 14, 2023, in accordance with the Alabama Competitive Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for a drainage improvement project in downtown Madison (hereinafter the "Project"); and

WHEREAS, all sealed Bids were timely and properly submitted in response to the Project's Invitation to Bid on or about August 9th, 2023; and,

WHEREAS, after review and consideration of all Bids submitted, City staff selected Grayson Carter & Son Contracting, Inc. as the lowest responsible bidder for the Project with a bid of one hundred fourteen thousand two hundred fifty-three dollars and thirteen cents (\$114,253.13.00) to complete the Project; and

WHEREAS, the City Counsel of Madison, Alabama authorized a contract with Grayson Carter & Son Contracting, Inc. for the Project with Resolution No. 2023-270-R; and

WHEREAS, upon the recommendation of the Department of Engineering Director, Michael Johnson, the City seeks to modify the Contract to add a handrail to a wing wall of Project No. 22-019; and

WHEREAS, this modification for the handrail would increase the cost of the contract by \$4,095.00; and

WHEREAS, the amendment to the contract shall not exceed the statutory thresholds to require a new bid nor does the additional cost constitute more than a ten percent (10%) increase to the cost of the contract requiring any additional bid considerations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor or his designee shall be hereby authorized to modify the existing agreement to provide for a hand rail for the wing wall in accord with those terms and conditions provided in the attached "COR #001" subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the fiscal year; and

BE IT FURTHER RESOLVED that, the Finance Director is hereby authorized to forward payment to Grayson Carter & Son Contracting, Inc. in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED AND ADOPTED this 18 day of December 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

City of Madison Downtown Drainage Improvements COR #001 REVISED



Grayson Carter & Son Contracting, Inc.

Post Office Box 1069

Athens, Alabama 35612

Contact: Eli Belue

Phone: (256)-233-3260

Email: eli.belue@graysoncarterandson.com

Quote To:

City of Madison

Attention:

Michelle Dunson

Job Name:

City of Madison Downtown Drainage Im

Plans By:

N/A

Date of Plans:

N/A

Plans Received:

N/A

Phone:

Date of Quote:

12-01-23

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT		AMOUNT
102	Handrail on Wing Wall	1.00	LS		4,095.00
GRAND TOTAL					\$ 4,095.00

NOTES:

Exclusions:

* This Proposal is Priced to Only Perform the Work Listed Above. Any Exclusions / Qualifications in this Document does not Override / Change the Original Contract.

Qualifications:

- * Price Good for 30 Days.
- * This is a Lump Sum Proposal. Only the Items Listed Are Being Quoted.
- * Excess Excess Material/Topsoil to be Wasted Onsite.
- * Engineering/Layout for Our Items of Work Only.
- * If Quote Includes ADEM Permit it is to Transferred to the Owner Upon Completion of the Project at Owners Expense.
- * Site Grading/Mass Grading Final Grades to be +/- .20 Feet.
- * Drainage of Paved Areas Will Not Be Guaranteed When Design Slope is Less Than 1%.
- * Dust Control/Street Sweeping For other Trades/Contractors Is Not Included In This Proposal.
- * This proposal has been calculated based on the current prices for various scopes of work. In the event of significant price increases of material, equipment or fuel occurring prior to or during the performance of the agreement through no fault of the contractor or its subcontractors, the proposal or contract sum shall be equitably increased.
- * Site grading based on utilizing on site cut material in on site fills.

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Construction Agreement (the "Agreement") made this ___ day of _____, 202_, by and between _____ ("Owner"), whose address is located at _____ and Grayson Carter & Son Contracting, Inc. ("Contractor"), whose principal office is located at 146 Roy Long Road West, Athens, Alabama 35611. Owner and Contractor are sometimes referred to collectively as the "Parties" or individually as a "Party".

The Parties hereto agree as follows:

1. THE WORK: In consideration of the payment by Owner as set forth in Section 2 herein, Contractor agrees to furnish all necessary labor, materials, and equipment to perform the work set forth in the Proposal attached hereto as Exhibit A (the "Work").
2. CONTRACT SUM: In consideration of Contractor's performance of the Work, Owner agrees to pay Contractor the

amounts set forth in the Proposal attached hereto as Exhibit A.

3. **TIME:** The Work shall commence within _____ days from the date of this Agreement. The Contractor shall complete the work in accordance with the schedule agreed upon by Owner and Contractor.

4. **WARRANTY:** Contractor warrants that the all Work shall be of good quality, and free from faults and defects. The Contractor shall, for a period of one year after completion of the Work, correct work not conforming to this warranty.

5. **CONCEALED AND UNKNOWN CONDITIONS:** If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Proposal or from those conditions ordinarily found to exist, the amount paid to Contractor for the Work shall be equitably increased.

6. **CHANGES:** The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the amount paid to Contractor and time for completion being adjusted accordingly.

8. **RESPONSIBILITY FOR SITE:** Owner shall be solely responsible for the failure of the site on which the Project is located to meet all applicable federal, state and/or local laws concerning chemical, hazardous substance, and/or any form of contamination.

8. **PAYMENT:** The Contractor will submit its Application for Payment to Owner for the Work performed during the applicable month on or before the tenth day of the following month and Owner shall make payment to Contractor within twenty (20) days following Owner's receipt of the Application for Payment.

9. **FORCE MAJEURE:** the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by adverse weather, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the time to perform the Work shall be subject to equitable adjustment.

10. **WAIVER OF CONSEQUENTIAL DAMAGES:** Owner and Contractor waive all claims against the other Party for consequential damages arising out of or related to this Agreement.

11. **DISPUTES:** Should any dispute(s) arise between the Parties to this Agreement arising out of or related to this Agreement, then, at the election of Contractor, such dispute(s) shall be resolved by binding arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Such arbitration shall be conducted in Huntsville, Alabama.

12. **APPLICABLE LAW:** This Agreement, its construction and interpretation, shall be governed in accordance with the laws of the State of Alabama.

AGREED TO on the date first written above.

Grayson Carter and Son Contracting, Inc.

Estimator/Project Manager

Individual or Firm Name _____

Signature and Title _____

Date _____

RESOLUTION NO. 2023-418-R

**A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND
EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SOMERS
CONSULTING SERVICES, LLC**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute a Professional Services Agreement with Somers Consulting Services, LLC for professional engineering analysis of traffic operations for various intersection signal timing scenarios and coordination on Project No. 24-008 for County Line Road, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal for Professional Services;" and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the resulting agreement, the Mayor or his designee shall be hereby authorized for the entire term of the agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Somers Consulting Services, LLC in a total amount not to exceed twenty-eight thousand dollars (\$28,000.00) to be paid from the Engineering Department's budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 18th day of December 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama



SOMERS CONSULTING SERVICES, LLC

December 4, 2023

Ms. Michelle Dunson, Asst. City Engineer
City of Madison, AL
100 Hughes Road
Madison, AL 35758

RE: Proposal for Traffic Engineering Services
Retiming/Corridor Analysis – County Line Road (Madison Boulevard to Dock Murphy Drive)
Madison, AL

Dear Michelle:

Thank you for the opportunity to present this submittal for traffic engineering services. As requested, we have developed a proposal for a Traffic Study for the aforementioned project in the above subject line. Our specific scope for this effort follows:

SCOPE OF SERVICES

Somers Consulting Services (SCS) will prepare a corridor analysis meeting the expectations of the Madison City Engineering and Public Works Departments. These services are to analyze the traffic operations for various intersection signal timing scenarios and coordination along the County Line Road corridor from Madison Boulevard, north to Dock Murphy Drive.

Task 1: Data Collection

Traffic data will be gathered on a typical weekday, consisting of updated peak hour turning movement counts between the hours of 7-9 AM and 2-6 PM at the following signalized intersections (south to north):

1. County Line Road and Madison Boulevard/I-565 ramps
2. County Line Road and Old Highway 20 (maintained by the City of Huntsville)
3. County Line Road and Lena Cain Boulevard
4. County Line Road and Palmer Road
5. County Line Road and Hardiman Road
6. County Line Road and Mill Road/Arbor Trace
7. County Line Road and James Clemons High School
8. County Line Road and High Coach Way/Crownridge Drive
9. County Line Road and Huntsville-Browns Ferry Road/Gillespie Road
10. County Line Road and Old Provence Place/Dock Murphy Drive

2206 Shades Crest Road – Huntsville, AL 35801
(256) 603-4888
somersconsultingllc@gmail.com



Additionally, four 24-hour ADT counts will be gathered along the corridor. Volume counts will include bi-directional volumes and vehicle classification. From the data collected, the peak hour turning movement volumes will be determined for an AM peak hour, and two PM peak hours (school dismissal and evening work-home commute).

Task 2: Corridor modelling

A corridor level model will be built using existing intersection geometry, observed peak hour traffic volumes, and optimized signal timings. Synchro (Version 12) software will be used for the modelling. From the developed model, levels of service for the three peak periods (AM peak, PM school peak, PM work peak) will be estimated. The study intersections will be evaluated for existing traffic conditions using current Highway Capacity Manual (HCM) methodology. The model will consist of the ten aforementioned signalized intersections and the anticipated extension of Royal Drive to intersect County Line Road.

The study intersections will then be re-analyzed according to the HCM procedures to estimate anticipated delay and level of service for the intersection to quantify the potential benefits of different improvement scenarios. The improvement scenarios to be analyzed will include a variety of signal phasings, offsets, and timings, among other potential operational solutions, to best optimize corridor progression along County Line Road and mitigate acute congestion issues at specific intersections.

The results of the analysis will be documented in a memo-style report, with associated recommended signal phasing, coordination, and timing diagrams for submission to City of Madison staff and ready for field implementation. Additionally, SCS will provide corridor animation from SimTraffic software to simulate and help communicate results to any other interested parties within Madison City government (elected officials, etc.)

Task 3: Plan Implementation

SCS personnel will assist Madison staff in implementing specific recommended timing and phasing plans in the field, and fine-tuning settings once established. This task will include up to 3 peak hour visits per studied intersection to observe traffic and assist with any field implementation issues.

Our services will include coordination with the City of Huntsville to include the signalized intersection of County Line Road and Old Highway 20, as the City of Huntsville maintains this intersection.

EXCLUSIONS

The following services are excluded from this proposal:

1. Services resulting from significant changes in the scope, extent, or character of the Project.
2. Services required as a result of Client's providing incomplete or incorrect project information.
3. Traffic Signal Warrant Analysis or any Traffic Impact Studies



4. Additional traffic counts or analysis for more than those intersections specifically identified in our scope of services.
5. Coordination with any agency outside of the City of Madison (and City of Huntsville as noted).
6. Land surveying or civil engineering design (roadway/intersection design, etc.)

SCHEDULE AND FEE

SCS proposes to perform this scope of services for a lump sum fee of **\$28,000**. Direct reimbursable expenses may include but are not be limited to the following: printing, delivery charges, shipping, and mileage. All permit, application, third party review and submittal fees applicable or required are to be paid by the Client. Additional requested services will be billed at my standard hourly billing rate of \$200.

Attached is a Professional Services Agreement. If this proposal is acceptable, please sign the last page of the Professional Services Agreement and return one copy for our records.

Again, we thank you for the opportunity to work with you on this project. Please let me know if you have any questions or if you need any additional information.

Sincerely,

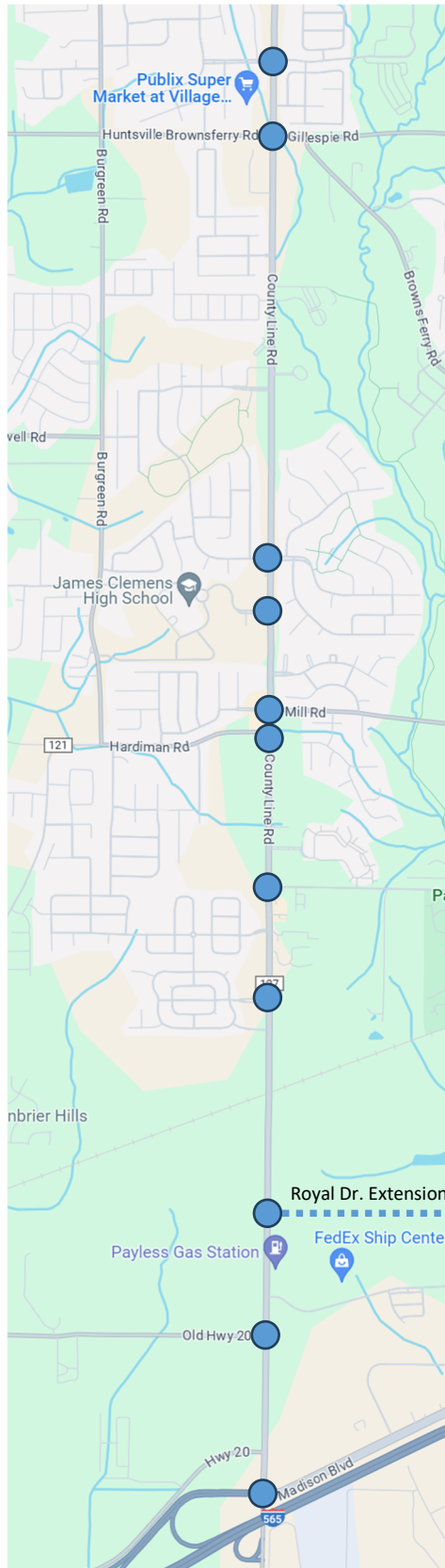
Andy Somers, PE, PTOE
Somers Consulting Services

Attachments

- o Exhibit "A" Professional Services Agreement

Cc: File

SCS



2206 Shades Crest Road – Huntsville, AL 35801
 (256) 603-4888
somersconsultingllc@gmail.com

EXHIBIT "A"**PROFESSIONAL SERVICES AGREEMENT**

THIS IS AN AGREEMENT effective as of December 5, 2023 ("Effective Date") between:

Client	Engineer
City of Madison 100 Hughes Road Madison, AL 35758	Somers Consulting Services 2206 Shades Crest Road Huntsville, AL 35801

FOR PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE FOLLOWING PROJECT:

CORRIDOR OPERATIONAL ANALYSIS – COUNTY LINE ROAD (MADISON BOULEVARD TO DOCK MURPHY DRIVE)

Client and Engineer in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

Engineer shall provide the Basic and Additional Services set forth herein.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General: Client shall execute this agreement in a timely manner. If Client has authorized the Engineer to proceed with Scope of Services by verbal and/or email prior to furnishing a signed copy of this agreement, the Client is bound by the terms of this agreement.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General: Engineer's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, Engineer's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of Engineer

For Basic Services: Client shall pay Engineer for Basic Services performed or furnished under Exhibit A.

For Additional Services: Client shall pay Engineer for Additional Services performed on an Hourly Basis at the rates identified herein or a Negotiated Lump Sum Fee for the Additional Services.

For Reimbursable Expenses: Client shall pay Engineer for Reimbursable Expenses incurred by Engineer and Engineer's Consultants, at a rate of cost plus 0%.

4.02 Payments

Payment of Invoices: Invoices are due and payable upon receipt. If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

Disputed Invoices: In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. It is the Client's responsibility to identify any disputed invoices. Invoices not identified within 30 days will not be eligible for dispute.

Somers Consulting Services, LLC
2206 Shades Crest Road – Huntsville, AL 35801
(256) 603-4888
somersconsultingllc@gmail.com

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost: Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator. Engineer assumes no responsibility for the accuracy of opinions of Project Construction Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

6.02 Use of Documents: All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Project is completed. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

6.03 Termination: The obligation to provide further services under this Agreement may be terminated by either party upon written thirty day notice.

6.04 Controlling Law: This Agreement is to be governed by the law of the state of Alabama.

6.05 Successors, Assigns, and Beneficiaries: Client and Engineer each is hereby bound to the other party to this Agreement. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.06 Dispute Resolution: It is expressly agreed between Client and Engineer, that any claims, disputes or other matters or questions ("Dispute") arising out of the performance of this Agreement or the breach thereof, will initially be referred to Mediation, unless the parties agree to waive the Mediation requirement and to proceed directly to Arbitration. Any such Dispute, which is not resolved through Mediation, shall be resolved by binding Arbitration, pursuant to the Construction Industry Rules of the American Arbitration Association, then in force and effect. Client further agrees that in the event that the Engineer may be involved in an Arbitration with other parties; that is involved with or relates to the performance of this Agreement, Client agrees to join in such Arbitration. Notwithstanding any provision of this Agreement to the contrary, should the Engineer be involved in litigation, which may involve the Client, Client agrees to the joinder in the aforesaid litigation.

6.07 Hazardous Environmental Condition: To the extent known to Client has disclosed to the best of its knowledge to Engineer the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Project Site, including type, quantity and location. It is acknowledged by both parties that Engineer's Basic Scope of Services does not include any services related to a Hazardous Environmental Condition.

6.08 Allocation of Risks

A. Client acknowledges that even with accomplishment of Geotechnical and Subsurface Investigations, it is impossible to determine the exact composition of subsurface conditions, and that the risk and costs of addressing such necessarily are born solely by the Client.

1. To the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and Engineer's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.
2. To the fullest extent permitted by law, Engineer's total liability to Client and anyone claiming by; through; or under Client for any cost, loss, or damages caused in part by the negligence of Engineer and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Client, Engineer, and all other negligent entities and individuals.
3. In addition to the indemnity provided under paragraph 6.09.A.1 of this Agreement, and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer and its officers, directors, partners, employees, and Engineer's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph 6.09.A.3 shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

B. Limitation of Engineer's Liability:

Engineer's Liability Limited to Amount of Engineer's Compensation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Client and anyone claiming by; through; or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

6.09 Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.10 Survival: All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination.

6.11 Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.12 Waiver: Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 - EXHIBITS AND SPECIAL PROVISIONS

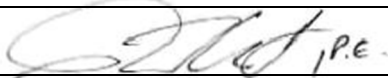
7.01 Exhibits Included:

Item 1: Proposal for Professional Services dated December 5, 2023

7.02 Total Agreement: This Agreement constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

ARTICLE 8 - ACCEPTANCE

By signing below the Client agrees to the Terms and Conditions of this Agreement.

Client:		Engineer:	
City of Madison 100 Hughes Road Madison, AL 35758		Somers Consulting Services 2206 Shades Crest Road Huntsville, AL 35801	
Name		Name	Richard A. Somers
Title		Title	Member
Signature		Signature	
Date		Date	December 5, 2023

ORDINANCE NO. 2023-419

AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACT 4 AND TRACT 5 OF THE FINAL PLAT OF BELLAWOODS SUBDIVISION – PHASE 1

BE IT HEREBY FOUND AND ORDAINED by the City Council of the City of Madison, Alabama, as follows:

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of Diltina Development Corporation, requesting the vacation of utility and drainage easement located within Tract 4 and Tract 5 of Bellawoods Subdivision – Phase 1 and further described as follows:

STATE OF ALABAMA
COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

A PARCEL OF LAND BEING A PORTION OF TRACT 4 AND TRACT 5 OF THE FINAL PLAT OF BELLAWOODS - PHASE 1 AS RECORDED IN PLAT BOOK K PAGE 214-216 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND IS LOCATED IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 4, THENCE NORTH 89 DEGREES 57 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 39 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 1684.68 FEET TO A POINT; THENCE NORTH 77 DEGREES 52 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 5.10 FEET TO A POINT; THENCE NORTH 85 DEGREES 16 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 5.01 FEET TO A POINT; THENCE NORTH 00 DEGREES 39 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 1683.28 FEET TO A POINT; THENCE SOUTH 89 DEGREES 01 MINUTE 12 SECONDS EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.39 ACRES MORE OR LESS.

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described utility and drainage easement in favor of **Diltina Development Corporation**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of January 2024.

*Ordinance 2023-419
Vacation of Easement – Bellawoods Phase 1 Subdivision
Page 1 of 2*

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

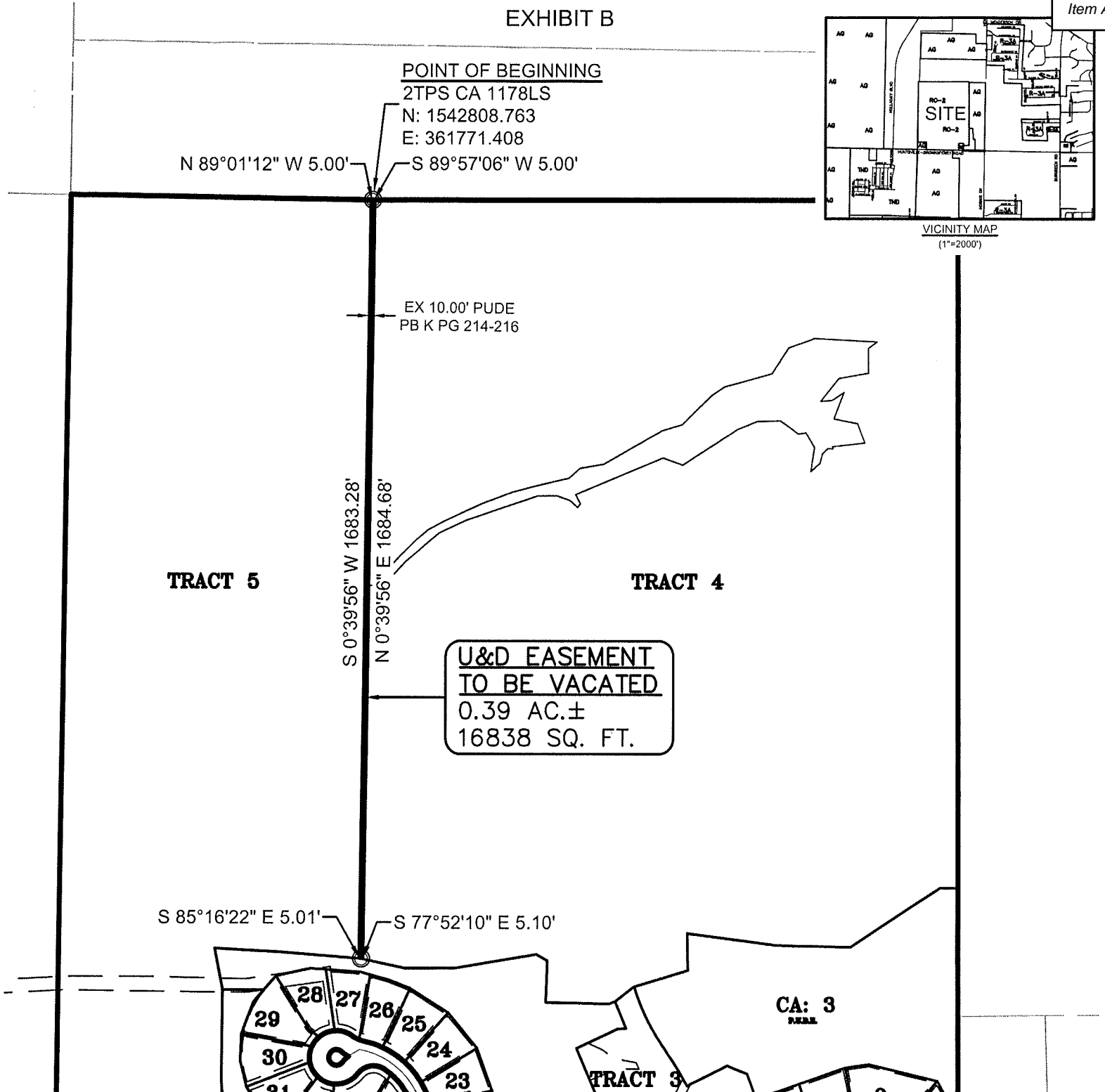
Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of January 2024.

Paul Finley, Mayor
City of Madison, Alabama

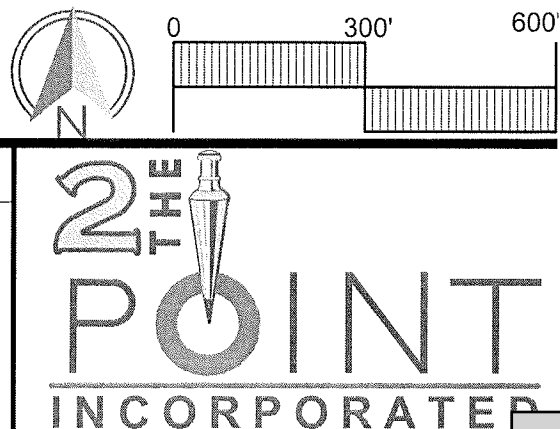
EXHIBIT B

Item A.



DRAWN BY: RL, AB&JCB
 FIELD CREW: ZJ
 FIELD DATE: 03/22/23
 OFFICE DATE: 11/16/23
 CHECKED BY: ASM
 SHEET: 1 OF 1
 JOB NO: S19-006

UTILITY & DRAINAGE EASEMENT VACATION
BELLAWOODS - PHASE 1
 CITY OF MADISON, ALABAMA
 SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST



This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

STATE OF ALABAMA

§

QUITCLAIM DEED

§

(VACATION OF EASEMENT)

COUNTY OF MADISON

§

No title search requested and none prepared.

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the utility and drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Diltina Development Corporation** (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility and drainage easement situated in Madison, Limestone County, Alabama, to-wit:

STATE OF ALABAMA
COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

A PARCEL OF LAND BEING A PORTION OF TRACT 4 AND TRACT 5 OF THE FINAL PLAT OF BELLAWOODS - PHASE 1 AS RECORDED IN PLAT BOOK K PAGE 214-216 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND IS LOCATED IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 4, THENCE NORTH 89 DEGREES 57 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 39 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 1684.68 FEET TO A POINT; THENCE NORTH 77 DEGREES 52 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 5.10 FEET TO A POINT; THENCE NORTH 85 DEGREES 16 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 5.01 FEET TO A POINT; THENCE NORTH 00 DEGREES 39 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 1683.28 FEET TO A POINT; THENCE SOUTH 89 DEGREES 01 MINUTE 12 SECONDS EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.39 ACRES MORE OR LESS.

TO HAVE AND TO HOLD to said Grantee, its heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this _____ day of January, 2024.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

*Quitclaim Deed
Bellawoods Phase 1 – Tracts 4 & 5, U&D VOE
Page 1 of 2*

§

§

§

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, in their respective capacities as Mayor of the City of Madison and City Clerk-Treasurer of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

Given under my hand this the _____ day of January 2024.

Notary Public

RESOLUTION NO. 2023-420-R**A RESOLUTION AUTHORIZING ACCEPTANCE OF REAL PROPERTY FOR PARK PURPOSES**

WHEREAS, the City of Madison entered into a Development Agreement with M&G Holdings, LLC on October 10, 2022, and the Development Agreement requires the dedication of land to the City of Madison for park space, open green space, and/or recreational space accessible to the public;

BE IT RESOLVED by the City Council of the City of Madison, Alabama, as follows:

1. That in the judgement and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire approximately 23.13 acres of land (the "Property"), described in Exhibit A, which is attached hereto and incorporated herein by reference.
2. That the Property owner, M&G Holdings, LLC desires and intends to donate and dedicate the Property to the City of Madison, and the City hereby accepts the donation and dedication of the Property for park space, open green space, and/or recreational space purposes.
3. That the Mayor of the City of Madison, or his designee, is authorized, empowered, and directed to negotiate and execute all documents necessary to acquire the donation of the Property.

READ, PASSED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, on the 18th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

Approved this 18th day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

Exhibit A

STATE OF ALABAMA)
 :
 COUNTY OF LIMESTONE)

KNOW ALL MEN BY THESE PRESENT: That the undersigned, **M AND G HOLDINGS, LLC, an Alabama limited liability company** ("Grantor") whose address is 2101 Governors Drive, Huntsville, AL 35805, as a Donation by Grantor to **CITY OF MADISON, a municipal corporation in the State of Alabama** ("Grantee") whose address is 100 Hughes Road, Madison, Alabama 35758, the receipt of which is hereby acknowledged, the undersigned Grantor does hereby give, grant, bargain, sell and convey unto the said Grantee, the following described real property, lying and being in the County of Limestone, State of Alabama, to-wit:

That certain real property being 23.13+/- acres and more particularly described on **Exhibit "A"** attached hereto.

TO HAVE AND TO HOLD THE above described real estate, together with all and singular the rights, tenements, hereditaments, appurtenances and improvements thereunto belonging, or in anywise appertaining, unto the said **GRANTEE** and unto its successors and assigns forever. Said property being subject, however to ad valorem taxes due October 1, 2024; and further excepting any restrictions and easements pertaining to the above described property of record in the Probate Office of Limestone County, Alabama.

This deed is executed without warranty or representation of any kind, express or implied, except that there are no liens or encumbrances outstanding against the property hereby conveyed which were created or suffered by the undersigned Grantor.

IN WITNESS WHEREOF, GRANTOR, has caused this instrument to be executed by its duly authorized representative on this the ____ day of _____, 2023.

[ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR:

M AND G HOLDINGS, LLC, an Alabama limited liability company

By: Aaron Mance
Its: Member

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Aaron Mance, whose name as Member of M and G Holdings, LLC, an Alabama limited liability company is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the ____ of _____, 2023.

Notary Public
My Commission Expires: _____

This instrument prepared by:
Matthew R. Harrison
HARRISON & GAMMONS, P.C.
2430 L & N Drive
Huntsville, AL 35801
256-533-7711
HG

EXHIBIT "A"

ALL THAT PART OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA.

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 2, SAID POINT BEING "Z" IN THE CENTER OF BURGREN ROAD THENCE, SOUTH 88 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 1648.58 FEET TO A POINT, THENCE, SOUTH 01 DEGREES 48 MINUTES 36 SECONDS WEST, A DISTANCE OF 305.02 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED IN VOLUME 669, PAGE 38, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE SOUTH 01 DEGREES 48 MINUTES 36 SECONDS WEST ALONG THE WEST BOUNDARY OF THE BOBBY AND JOAN BURGREN PROPERTY AS SHOWN ON THE TAX ACCESSORS SITE FOR LIMESTONE COUNTY, ALABAMA, A DISTANCE OF 1146.32 FEET TO A 1/2" REBAR SET AND CAPPED "JWK&A CA-1098LS"; THENCE NORTH 88 DEGREES 08 MINUTES 45 SECONDS WEST A DISTANCE OF 977.01 FEET TO A POINT; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 25.00' AND A DELTA ANGLE OF 89 DEGREES 59 MINUTES 33 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 43 DEGREES 08 MINUTES 59 SECONDS WEST, 35.35' TO A POINT; THENCE NORTH 01 DEGREES 50 MINUTES 48 SECONDS EAST A DISTANCE OF 445.07 FEET TO A POINT; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 255.00' AND A DELTA ANGLE OF 33 DEGREES 17 MINUTES 45 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 18 DEGREES 29 MINUTES 40 SECONDS EAST, A DISTANCE 146.11', TO A POINT; THENCE NORTH 35 DEGREES 08 MINUTES 33 SECONDS EAST A DISTANCE OF 350.88 FEET TO A POINT; THENCE AROUND A CURVE TO THE LEFT WITH A RADIUS OF 245.00' AND A DELTA ANGLE OF 24 DEGREES 59 MINUTES 26 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 38 MINUTES 50 SECONDS EAST, A DISTANCE OF 106.02' TO A POINT; THENCE NORTH 11 DEGREES 46 MINUTES 40 SECONDS EAST A DISTANCE OF 33.39 FEET TO A POINT; THENCE NORTH 31 DEGREES 35 MINUTES 16 SECONDS EAST A DISTANCE OF 13.84 FEET TO A POINT; THENCE NORTH 88 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 268.82 FEET TO A POINT; THENCE NORTH 65 DEGREES 57 MINUTES 50 SECONDS EAST A DISTANCE OF 183.56 FEET TO A POINT; THENCE SOUTH 88 DEGREES 49 MINUTES 55 SECONDS EAST A DISTANCE OF 283.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 23.13 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RECORDED OR UNRECORDED FOR PUBLIC UTILITIES AND/OR RIGHTS-OF-WAY.



Holladay Blvd
HOLLADAY BLVD

BROWNS FERRY RD

Huntsville-Browns Ferry Rd

HUNTSVILLE-BROWNS FERRY RD

Park
Dedication

Morris Dr

MORRIS DR

ALAMEDA BLVD
NAPIER LN
FILBERT WAY
STEINER ST
FOLSOM ST

MISSION ST

OAKLAND SPRINGS

LOMBARD ST

BUR OAK DR

OAK MANOR LN

KEARNY ST

BOWDOCK DR

INNOCENT TRL

MINCIE DR
PARKER

CAR

VE GROVE DR

MORRIS DR

RESOLUTION NO. 2023-426-R**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A ONE
MONTH LEASE AGREEMENT WITH TENANTS OF 28600 BROWNS
FERRY ROAD**

WHEREAS, pursuant to proposed Resolution No. 2023-420-R, the City seeks to accept the dedication of approximately 23 acres of land located south of Huntsville-Browns Ferry Road for the purpose of a park (herein "the Property"); and

WHEREAS, M & G Holdings, the current owner of the Property, continues to lease a dwelling on the Property to four (4) tenants through December 30, 2023; and

WHEREAS, the City seeks to give these current tenants proper notice and ample time to relocate from the Property after the City takes possession on December 31, 2023.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a One Month Lease Agreement with the current tenants from December 31st 2023 through January 31, 2024, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "One Month Lease Agreement."

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 18th day of December 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

ONE MONTH LEASE AGREEMENT

THIS ONE MONTH LEASE AGREEMENT is made effective as of December 31, 2023, by and between the City of Madison, Alabama (herein "Lessor") and each and every tenant affixing their signature to this document (herein "Lessees") for the use of property located at 28600 Huntsville -Browns Ferry Road, Madison Alabama 35756. The terms and conditions of this lease are as follows:

1. **TERM:** This is a one-month lease. The lease may not be extended for any period beyond the stated term of one month. The Lessees shall vacate the premises January 31,
2. **RENT:** Lessees agree to pay Lessor as rent the sum of \$1,500.00 DOLLARS for the one-month term payable in advance of January 1, 2024. If any payment has not been paid for more than seven (7) days past the January 1, 2024, due date, tenant agrees to pay a late fee of five (5) percent of the monthly rent.
3. **USE OF PREMISES:** Lessee shall fully and promptly comply with the valid requirements of public authorities regarding the manner of the conduct of Lessees' business or profession on the leased premises. Lessee agrees to use the leased premises for the following purposes: Residential Purposes and any change in use must be approved in advance and in writing by Lessor.
4. **CARE OF PREMISES:** Lessees shall not permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about said premises which

shall cause, or be likely to cause, injury or damage to any person or to said premises or to the building. Lessees agree to permit no waste of the property but to take good care of same and upon termination of this Lease, to surrender possession of same without notice, in as good condition as at the commencement of the term, or as they may be put in during the term, as reasonable use and wear thereof will permit.

5. **RESPONSIBILITY FOR DAMAGES:** Lessees agree that any substantial damage to the property caused during the Lessees' one month occupancy of the Property shall be the responsibility of the lessees. The parties acknowledge that ordinary wear and tear is expected to the property; however, the Lessor shall decide what constitutes substantial damage pursuant to this term. Lessor shall not be liable for any loss of any property of the Lessees from said premises or for any damage to any property of the Lessees, however occurring, except only such damage in the latter instance as may result directly from the failure of the Lessor to perform an act required of it under the terms of this agreement. Lessor shall not be liable for any damage caused by, or growing out of leaks in roof, or any defect in said building, or in said premises, or caused by, or growing out of fire, rain, wind or other causes.

6. **ENTRY BY LESSOR:** Lessor, its agents and representatives at all reasonable times, may enter said premises for the purpose of (1) inspection thereof, (2) making repairs, replacements, alterations or additions to said premises or building, (3) exhibiting the premises to prospective tenants, purchasers or other persons, and (4) to decorate, remodel, alter or otherwise prepare the premises for re-occupancy, and any such entry by or on behalf of the Lessor shall not be or constitute an eviction, partial eviction or deprivation of any right of Lessees, and shall not alter the obligation of Lessees hereunder or create any right in Lessee adverse to the interest of Lessor.

- 7. **UTILITIES AND SERVICE:** Lessor shall pay, when due, all bills for gas, water, electricity, and power used on the premises.
- 8. **ASSIGNMENT OR SUBLETTING:** Lessees shall not have the right to assign this Lease or sublet all or any part of the premises without first obtaining the written consent of Lessor to said assigning or subletting.
- 9. **DEFAULT.** In the event Lessees fail to pay the one-month installments of rent reserved hereunder, for a period of more than ten (10) days after same shall become due and the parties acknowledge such failure to pay the rent shall be grounds for eviction.
- 10. **ADDRESS OF LESSOR:** The rent installments due hereunder shall be paid at and all other notices required to be given Lessor hereunder, shall be made payable to the City of Madison, Alabama and sent care of Brian Kilgore, City Attorney, 100 Hughes Road, Madison, Alabama 35758, or to such other address as Lessor may direct by written notice forwarded to the Lessee by registered mail.

IN WITNESS WHEREOF, the parties sign and agree to the terms of this ONE MONTH LEASE AGREEMENT this _____ day of December 2023.

Daniel Baskin

Leasee # 1

Micah Hardyman

Leasee #2

Leasee #3

Leasee # 4

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of _____, 2023.

Notary Public