



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
June 24, 2024

AGENDA NO. 2024-012-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 Josh Britt of Courageous Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-11-RG, dated June 10, 2024

7. PRESENTATIONS AND AWARDS

A. Honoring the Bob Jones High School baseball team for their outstanding achievement in winning the 2024 State Baseball Championship

8. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and Periodic bills to be paid

B. **Resolution No. 2024-193-R:** Authorizing the purchase of janitorial supplies from American Paper and Twine through The Interlocal Purchasing Systems (TIPS) National Purchasing Cooperative, Contract No. 230103 (to be paid from Facilities & Grounds Department budget)

C. **Resolution No. 2024-199-R:** Authorizing an agreement with Tyler Technologies for third party payment for permitting software (\$180 per year, to be paid from Building Department budget)

D. Acceptance of a \$30 donation from L. Tucker (to be deposited into Senior Center Donations account)

9. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

- A. Proposed Ordinance No. 2024-191:** Amending the terms of a Franchise Agreement for the Water & Wastewater Board of the City of Madison for the operation of its utility systems in the City of Madison (First reading - request suspension of the rules for immediate consideration)

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

- A. Resolution No. 2024-200-R:** Authorizing the purchase of picnic tables for the Recreation Department (\$3,265 to be paid from the Council Special Projects Fund)

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

10. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment of Mr. Brent Bolander to Zoning Board of Adjustment & Appeals, Supernumerary 2 Position for June 25, 2024 - December 31, 2027 term
- B. Huntsville-Madison County Emergency Management Agency Liaison Appointment

11. 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

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

BUILDING

- A. Proposed Ordinance No. 2024-173:** Amending the City's Building Codes within Chapter 8, Article V., of the City Code of Ordinances (First Reading 06/10/24)

ENGINEERING

- A. Resolution No. 2024-166-R:** Authorizing a contract with Miller & Miller, Inc. for the Browns Ferry Road Box Culvert Replacement and rejection of the bid received for the Project (\$540,242.00 to be paid from 2019 Gas Tax account)

- B. Resolution No. 2024-177-R:** Authorizing a Professional Services Agreement with Shoals Electric Company Inc. for rewire of Hughes Road and U.S. Highway 72 intersection on Project No. 24-016 (amount not to exceed \$49,586.22, to be paid from Engineering Department budget)
- C. Resolution No. 2024-189-R:** Award of Base Bid and Additive Alternate # 1 for Bid No. 2024-008-ITB, Mill Road Ditch Project to Miller & Miller, Inc. (\$2,201,761.00 to be paid from Fund 38)
- D. Resolution No. 2024-190-R:** Award of Bid No. 2024-010-ITB, Pedestrian Bridges at Palmer Park to Contech Engineered Solutions, LLC (\$146,740.00 to be paid from Engineering Department budget)
- E. Resolution No. 2024-201-R:** Authorizing a Professional Services contract with TTL, Inc. for engineering design for Mill Road sidewalk improvement (\$36,300 to be paid from Engineering Department budget)

FACILITIES AND GROUNDS

- A. Resolution No. 2024-192-R:** Authorizing a proposal from Amiri Engineering Corp. to provide subsurface exploration and geotechnical report for the proposed outfield building at Toyota Field (\$12,800 to be paid from the Multi-Use Venue Maintenance Fund account)

IT DEPARTMENT

- A. Resolution No. 2024-202-R:** Authorizing purchases for upgrades to the City Council Chambers video and sound system (\$8,130 to be paid from IT Department budget and \$37,670 to be paid from Council Special Projects fund)

PLANNING

- A. Proposed Ordinance No. 2024-163:** Vacation of utility and drainage easement located within 102 Kelvingrove Drive (First Reading 06/10/24)
- B. Proposed Ordinance No. 2024-171:** Vacation of utility and drainage easement located within Tracts A1 and A2 of Putman's Industrial Park, Second Addition, Phase II (First Reading 6/10/2024)
- C. Proposed Ordinance No. 2024-188:** Vacation of utility and drainage easement located within Lot 86 of Bellawoods Phase 2 Subdivision (117 Oakland Church) (First Reading)

POLICE

- A. Resolution No. 2024-186-R:** Authorizing a Memorandum of Agreement with Alabama Law Enforcement Agency and Alabama Gulf Coast High Intensity Drug Trafficking Area for the reimbursement of overtime expenses to the City in the amount of \$21,007

RECREATION

- A. Proposed Ordinance No. 2024-197:** Amending the Fee Schedule for rentals and use of Recreation facilities (First Reading)
- B. Resolution No. 2024-203-R:** Authorizing a transportation agreement with Madison Street Festival, Inc. for the 2024 Madison Street Festival.

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. 2024-11-RG
 REGULAR CITY COUNCIL MEETING
 OF MADISON, ALABAMA
 June 10, 2024**

The Madison City Council met in regular session on Tuesday, June 10, 2024, 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.

Father Brian Lowe from St. John the Baptist 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	Present
Council District No. 4 Greg Shaw	Absent
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, Municipal Records Coordinator Lori Spaulding, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Police Chief Johnny Gandy, Fire Chief David Bailey, Economic and External Affairs Officer Traci Gillespie, City Engineer Michael Johnson, Director of Building Dustin Riddle, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Jennifer Coe

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2024-06-WS DATED MAY 22, 2024

Council Member Powell moved to approve Minutes No. 2024-09-RG. Council Member Seifert seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2024-10-RG DATED MAY 28, 2024

Council Member Powell moved to approve Minutes No. 2024-10-RG. Council Member Seifert seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

MADISON POLICE DEPARTMENT PROMOTION CEREMONY

- **Sgt. Shannon Defazio – Patrol Night Shift**
- **Sgt. Russel Owens – Patrol Day Shift**
- **Sgt. Jesse Scroggin – Special Operations – SRO**
- **Lt. Ralph Dawe – Patrol Night Shift**
- **Lt. Weston Taets – Patrol Night Shift**
- **Lt. Tanner Ward – Special Operations**

PUBLIC COMMENTS

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MARY JANE WHITEHEAD

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

- Condition of Madison Cemetery

TANYA STULTING (DISTRICT FOUR)

Ms. Stulting appeared before Council and Mayor Finley to voice his concerns on the following item:

- Library books

RACHEL HOMOLAK (DISTRICT FOUR)

Ms. Homolak appeared before Council and Mayor Finley to voice her concern on the following item:

- Read an article dated back from 1918

ASHLEY SINGLETON (DISTRICT SEVEN)

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

- Library books

CHARLOTTE GAY – ATHENS RESIDENT

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

- Library books

CHRISTOPHER GORMAN (DISTRICT TWO)

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

- Library books

SUSAN STEWART – HUNTSVILLE RESIDENT

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

- Library books

MARGI DALY (DISTRICT FIVE)

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

- WOW! Resolutions
- Resolution No. 2024-164-R

- Storm shelter grant funding
- Storm shelters in Madison
- Building codes changing for EV charging stations
- Streetlights

LAURA PARSONS – HUNTSVILLE RESIDENT

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

- Library books

KATHY YOUNG – HARVEST RESIDENT

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

- Library books

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,585,337.04
Special General Operating Account	\$1,926.09
ADEM Storm Drainage	\$1,839.74
½ Cent Capital Replacement	\$5,665.00
Gasoline Tax & Petroleum Inspection fees	\$13,827.65
TVA Tax	\$5,593.36
Library Building Fund	\$19,020.55
Venue Maintenance	\$112,497.73

Regular and periodic bills to be paid

Resolution No. 2024-169-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation on Claim No.061951 in the amount of \$11,416.00 minus a \$1,000 deductible for damage to the electrical fence in the secure parking area behind the Police Department due to severe thunderstorm which occurred on May 3, 2024.

Resolution No. 2024-176-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation in the amount of \$20,434.97, minus a \$500.00

deductible, for Claim No. 061581 for damage due to a collision to Squad 4 fire vehicle which occurred on March 11, 2024 on Browns Ferry Road

Resolution No. 2024-179-R: Authorizing the renewal of an agreement with WoW! For cable and internet services at City Hall (\$1,161.98 per month, to be paid from IT Department budget)

Resolution No. 2024-180-R: Authorizing the renewal of an agreement with WOW! for cable and internet services for Public Works (\$699.89 per month, to be paid from IT Department budget)

Resolution No. 2024-181-R: Authorizing the renewal of an agreement with WOW! for public Wi-Fi service for downtown Madison located at 101 Main Street (\$99.99 per month, to be paid from IT Department budget)

Resolution No. 2024-182-R: Authorizing the renewal of an agreement with WOW! for cable and internet services at Fire Station 4 (\$400.00 per month, to be paid from IT Department budget)

Resolution No. 2024-183-R: Authorizing the renewal of an agreement with WOW! For internet services for Community Center (\$500.00 per month, to be paid from IT Department budget)

Resolution No. 2024-184-R: Authorizing the renewal of an agreement with WOW! for internet services for 911 Center (\$400.00 per month, to be paid from IT Department budget)

Resolution No. 2024-185-R: Authorizing the purchase of a truck to be built out as a fire service brush truck (amount not to exceed \$25,000, to be paid from Fire Department budget)

Resolution No. 2024-187-R: Authorizing an amended three-year subscription agreement with LexisNexis for LexisNexis+ (\$538/monthly for Year One, \$565/monthly for Year Two, \$593/monthly for Year Three, to be paid from Legal Department budget)

Acceptance of donation from M. Flurer in the amount of \$25.00

Council Member Powell 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	Aye
Council Member Greg Shaw	Absent
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:

- At the June 26th Work Session there will be a public comment opportunity on the 24-25 budget
- Kicked off Armed Forces Week with a proclamation
- Thanked Dustin Riddle for 25 years with The City of Madison
- Rocket City Softball Showcase

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- No new business

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Thanked Mayor Finley for his update the week prior at the VBC
- Thanked the Mayor and Council for helping fill in for her while she was out sick

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Asked for everyone to be patient while the storm trash is still being picked up
- Addressed the groups of individuals who were there at the meeting regarding the library books

COUNCIL DISTRICT NO. 4 GREG SHAW

Absent

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Work Session Meeting will be held on June 26th

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Thanked the individuals who were in attendance and spoke their opinion
- Groove will be playing at the park on Shorter on Thursday night

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- Thanked Mayor Finley for the State of the City

BOARD/COMMITTEE APPOINTMENTS

None

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.

DEPARTMENTAL REPORTS

BUILDING

PROPOSED ORDINANCE NO. 2024-173: AMENDING THE CITY'S BUILDING CODES WITHIN CHAPTER 8, ARTICLE V., OF THE CITY CODE OF ORDINANCES

This is a first reading only

ENGINEERING

RESOLUTION NO. 2024-158-R: AUTHORIZING A PERMISSIVE USE AGREEMENT WITH MADISON UTILITIES FOR PROPERTY ADJACENT TO THE BROWNSFERRY/BURGREEN ROAD ROUNDABOUT PROJECT

Council Member Powell moved to approve Resolution No. 2024-158-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	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2024-159-R: AUTHORIZING AGREEMENTS WITH OWNERS (BURCH) TO CONVEY EASEMENTS TO CITY FOR HIGHLAND DRIVE DITCH IMPROVEMENT (NO COST TO CITY)

Council Member Powell moved to approve Resolution No. 2024-159-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	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2024-164-R: AUTHORIZING AGREEMENT WITH OWNERS (CHRISTENSEN) TO CONVEY EASEMENTS TO CITY FOR HIGHLAND DRIVE DITCH IMPROVEMENT (NO COST TO CITY)

Council Member Powell moved to approve Resolution No. 2024-164-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	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2024-167-R: AWARD OF BID NO. 2024-007-ITB, HUNTSVILLE BROWNSFERRY ROAD AND BURGREN ROAD ROUNDABOUT TO GRAYSON CARTER & SON CONTRACTING, INC. (\$1,589,020.20 TO BE PAID FROM 38-150-060-2941-11)

Council Member Spears moved to approve Resolution No. 2024-167-R. Council Member Powell seconded. The 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	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO 2024-170-R: AUTHORIZING AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR ADDITIONAL GEOTECHNICAL BORINGS AT PEDESTRIAN BRIDGE FOOTING LOCATIONS ON PROJECT 22-006 (IN AN AMOUNT NOT TO EXCEED \$9,300.75, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2024-170-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	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2024-141: VACATION OF LANDSCAPE EASEMENT LOCATED WITHIN LOT 2B OF HERITAGE PLANTATION 9TH ADDITION SUBDIVISION (FIRST READING 5/28/24)

Council Member Powell moved to approve Proposed Ordinance No. 2024-141. 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	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2024-163: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITH 102 KELVINGROVE DRIVE

This is a first reading only

PROPOSED ORDINANCE NO. 2024-171: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACTS A1 AND A2 OF PUTMAN'S INDUSTRIAL PARK SECOND ADDITION PHASE II

This is a first reading only

POLICE

RESOLUTION NO. 2024-157-R: AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE ALABAMA LAW ENFORCEMENT AGENCY FOR PARTICIPATION IN THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Council Member Wroblewski moved to approve Resolution No. 2024-157-R. Council Member Denzine seconded. The 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	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2024-168-R: AUTHORIZING AN AGREEMENT WITH LEXIPOL, LLC, FOR CORDICO WELLNESS APP (\$4,000 TO BE PAID FOR REMAINING FY2024; \$12,000, TO BE PAID FOR FY 2025 FROM POLICE DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2024-168-R. Council Member Denzine seconded. The 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	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

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	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

The meeting was adjourned at 7:06 p.m.

Minutes No. 2024-11-RG, dated June 10th, 2024, read, approved and adopted this 24th day of June 2024.

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

RESOLUTION NO. 2024-193-R

AUTHORIZING PURCHASE OF JANITORIAL AND SANITATION SUPPLIES AND SERVICES FROM THE INTERLOCAL PURCHASING SYSTEM (TIPS)

WHEREAS, the Alabama Department of Examiners of Public Accounts has authorized purchasing through The Interlocal Purchasing System (“TIPS”), which is a national, intergovernmental purchasing cooperative, through December 31, 2024; and

WHEREAS, the Facilities and Grounds Department has requested the purchase of janitorial supplies from American Paper and Twine Co., (“American Paper”), to which TIPS has awarded a contract for janitorial and sanitation supplies and services (Contract No. 230103) through March 31, 2026; and

WHEREAS, the Facilities and Grounds Department has verified that the janitorial supplies are not available for purchase on any bid that has been awarded by the State of Alabama; and

WHEREAS, the Facilities and Grounds Department has verified that American Paper and Twine is an authorized dealer for said supplies and is a participating vendor with TIPS holding a valid Alabama business license;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Purchasing Agent is hereby authorized to purchase janitorial supplies from American Paper and Twine via Contract No. 230103 through the TIPS cooperative, subject to compliance with all rules and regulations set forth by the State of Alabama Department of Examiners of Public Accounts regarding cooperative purchasing opportunities and with all applicable City policies and regulations.

READ, APPROVED, AND ADOPTED this 24th day of June 2024

ATTEST:

Ranae Bartlett, Council President
City of Madison, Alabama

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

APPROVED this ____ day of June 2024

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-199-R

A RESOLUTION AUTHORIZING THE RENEWAL OF A SUBSCRIPTION WITH TYLER TECHNOLOGIES FOR THIRD PARTY PAYMENT FOR PERMITTING SOFTWARE

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City an agreement to renew the annual software license subscription services with Tyler Technologies, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as **Attachment A: Sales Quotation**. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, 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 duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Tyler Technologies in the amount(s) and manner authorized by the proposal accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of June 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama



Quoted By:
 Quote Expiration:
 Quote Name:

Heather Brown
 6/30/24
 City of Madison AL - Payments

Sales Quotation For:

City of Madison
 100 Hughes Rd
 Madison AL 35758-1110

Tyler Software

Description	License Fees	Annual Maintenance
New World ERP		
Financials		
Integrated Credit Card Processing	\$ 0	\$ 0
TOTAL	\$ 0	\$ 0

Payments

Use Case	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees									
Tyler One									
New World Payments		3.70%	\$ 2.50					X	
Payments - Other Fees									
Tyler One									
Payer eCheck Cost	\$ 1.95								
eCheck Rejects	\$ 5.00								

Credit Card Chargebacks \$ 15.00

Payer Card Cost Per card transaction with Visa, MasterCard, Discover, and American Express.
Payer eCheck Cost Per electronic check transaction.
eCheck Rejects When an eCheck transaction comes back as declined (e.g bounced check)
Credit Card Chargebacks If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Annual
Tyler One				
Third Party Hardware, Software and Services				
Payments PCI Service Fee (Per Device)	1	\$ 0	\$ 0	\$ 180
Payments Lane 7000 Terminal Purchase	1	\$ 529	\$ 529	\$ 0
		<i>Sub-total</i>	\$ 529	\$ 180
		<i>Less Discount</i>	\$ 529	\$ 0
		TOTAL	\$ 0	\$ 180

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total SaaS	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 180
Summary Total	\$ 0	\$ 180
Contract Total	\$ 180	

Comment

If signed by 06/30/2024 swipe device purchase fee waived.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually in advance.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

- Expenses associated with onsite services are invoiced as incurred.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

ORDINANCE NO. 2024-191

AN ORDINANCE AMENDING THE TERMS OF A FRANCHISE FOR THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON FOR OPERATION OF ITS UTILITY SYSTEMS IN THE CITY OF MADISON

WHEREAS, the City Council of the City of Madison, Alabama (hereinafter referred to as the “City”), by Ordinance No. 91-91 granted a franchise to the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter referred to as “MU”), for operation of certain utility systems in the City and said franchise was accepted by MU; and

WHEREAS, by Ordinance No. 2015-078, the City last amended the franchise granted to MU; and

WHEREAS, the City and MU wish to amend the existing franchise agreement granted by revising the franchise fee paid to the City by MU and to repeal or supersede prior agreements, ordinances, resolutions, or franchises between the parties in conflict with this franchise.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Madison, Alabama, that Ordinance No. 2015-078 by which a franchise for operation of certain utility systems in the City was granted to MU is amended to read as follows:

SECTION 1. The City, in consideration of the acceptance of all of the terms and conditions of this Ordinance by MU, hereby grants to MU, its successors and assigns, the right, privilege, authority and franchise to acquire, construct, own, maintain, enlarge, extend, improve and operate a water works plant and distribution system, a sanitary sewer plant and system, and such other utility systems as are authorized by the Certificate of Incorporation of MU and approved by the City Council of the City (collectively referred to herein as “utility systems”), all for the purpose of providing such utility services within the corporate limits of the City to commercial, industrial, institutional and residential users, and to use the streets, avenues, alleys, and public ways and places of the City for such purposes.

This section shall not be deemed, however, to extend the water service area of the Board so as to encroach on the water service area of another existing public utility which area is protected by state or federal law or an order of a court of competent jurisdiction in the absence of an agreement or court order authorizing such an extension.

SECTION 2. The City hereby grants to MU the right, privilege, authority and franchise at any time, and from time to time, during the period covered by this franchise to construct and extend its mains, pipes, conduits, lines, plants, and facilities over or under or along any street, avenue, alley, or public way or place in the City for the purpose of constructing, repairing, improving, maintaining, enlarging or extending its utility systems. The City reserves the right to require application for a permit for work undertaken on city streets under this franchise. No fee will be levied for such permits and issuance may not be unreasonably denied.

SECTION 3. The City hereby consents and agrees that the franchise hereby granted may be encumbered by any mortgage, deed, indenture of trust or other instrument executed by MU for

the purpose of securing funds with which to acquire, construct, enlarge, extend, improve, repair, maintain or operate said utility systems, that any such mortgage, deed, indenture of trust or other instrument shall constitute a lien on this franchise and that this franchise may be transferred or assigned subject to the conditions of such encumbrance, but shall not be transferred or assigned otherwise. Any existing encumbrance of a franchise now held by MU, made for the purpose of securing bonded indebtedness, shall be deemed, upon acceptance of this franchise by MU, to constitute a valid encumbrance of the franchise awarded by this Ordinance, to the extent necessary to continue said security.

SECTION 4. MU shall, and by accepting the franchise agrees that it will, operate and maintain its systems and keep them in good repair and operating condition so as adequately to supply the reasonable needs of the City and its inhabitants with utility services.

SECTION 5. By approval of this franchise by the City, and acceptance of this franchise by MU, it is agreed by and between MU and the City as follows:

- a. MU shall, and by accepting this franchise agrees that it will, timely and in a manner consistent with the City's details, specifications, and requirements, and subject to inspection and approval by the City, restore the subsurface, surface and paving of any street, avenue, alley, sidewalk, public way or place in the City excavated for purposes of construction, improving, maintaining, extending, repairing or enlarging or operating its utility systems to substantially the same condition as existed before the excavation was done. Upon completion of said work undertaken by MU, the repaired or restored surface shall be accepted into the City's maintenance system, subject to the maintenance period set out in sub-section (b) below.
- b. MU shall, and by accepting this franchise agrees that it will, maintain such restoration for a period of twenty-four (24) months from the date of repair work undertaken by MU. MU's maintenance responsibility hereunder, however, shall not apply to work undertaken to repair or restore a street, avenue, alley, sidewalk, public way or place after excavation associated with maintenance, repair, improvement, extension, enlarging or operating MU's utility systems, when the work is undertaken and completed by the City, a City contractor, or by any person or entity other than MU.
- c. Following acceptance into the City's maintenance program and after the expiration of the time period set forth in sub-paragraph b. MU shall have responsibility for repair of any street, avenue, alley, sidewalk, public way or place only to the extent that such repair is made necessary by excavation undertaken by MU to maintain, repair, replace, enlarge, extend or operate a water or sewer main or line under the street, avenue, alley, sidewalk, public way or place. Upon execution of any such repair by MU, a new twenty-four (24) month warranty period shall be applicable to MU's repair work. MU shall, and by accepting this franchise agrees that it will, bear all costs of relocation of water and sewer infrastructure required as a result of MU projects. The City will bear the cost of relocating water and sewer infrastructure required as a result of City projects provided, however, that to the extent that MU desires to enlarge, upgrade or improve the infrastructure to be relocated ("betterment") MU will bear the cost of the betterment.
- d. Nothing in this section shall be deemed to preclude any agreement by and between the City and MU beyond the terms of this franchise under which the City shall provide repair or relocation services required of MU hereunder on a fee for service basis.

- e. Nothing in this section shall be deemed to preclude any agreement by and between the City and MU beyond the terms of this franchise under which the City and MU jointly agree to the terms and conditions by which they will satisfy the requirements of paragraphs c. and d.

SECTION 6. MU shall, and by accepting the franchise agrees that it will inspect, maintain, extend, replace, improve as necessary, and supply continuous water supply to a system of fire hydrants sufficient to provide fire protection for the City and for such other necessary purposes for which said hydrants may be employed by the City. The nature and extent of MU's inspection responsibilities hereunder, and any compensation which may be due from the City therefor, will be set out in a separately-executed agreement.

MU acknowledges that as additional consideration for MU's agreement to provide such service under the original franchise first approved by City Ordinance 91-91 and amended by City Ordinance 2015-078 all water and sewer improvements, including fire hydrants, which had been dedicated previously to the City pursuant to recorded plats of developments or subdivisions or by other method of conveyance were conveyed to MU. By accepting the franchise granted in 1991 by said ordinance MU agreed to forgive and forfeit any claim to any unpaid compensation or amount which may have been due from the City to MU pursuant to that certain July 1, 1964 agreement (the "1964 Agreement") between the Town of Madison and the Water Works and Sewer Board with respect to fire hydrants. Nothing in this amended franchise is intended to, nor shall be deemed to affect the forgiveness of claims under the 1964 Agreement or the conveyance of improvements as authorized by Ordinance 91-91 and Ordinance 2015-078. All new developments and subdivisions approved and accepted into the City maintenance system of the City shall be required to dedicate all sewer improvements and water improvements located within MU's water service area to MU and to include sufficient installed and operational fire hydrants, acceptable by City and MU standards so that no additional expense will be required either of the City or MU to provide adequate fire protection upon initial acceptance of such developments and subdivisions.

All records related to this Section shall be maintained by MU and made available to the Fire Chief or other City representative upon reasonable written request.

SECTION 7. As compensation to the City for this franchise, MU, in addition to the in-kind compensation provided in Section 6 above shall, and by acceptance of this franchise agrees that it will, pay to the City each year a sum equal to three percent (3%) of its gross revenues from sales of utility services for the preceding fiscal year (exclusive of non-rate or non-recurring revenue, availability, impact, development, administrative, tap or other similar fees) whether such sales occur within or outside the corporate limits of the City.

This franchise fee shall be subject to an off-set of fifty percent (50%) of all costs incurred by MU for the acquisition of property deemed mutually beneficial to both the City and MU in an amount not to exceed two hundred thousand dollars (\$200,000) for each fiscal year. The yearly fee shall be due and payable by September 1st next following the end of MU's fiscal year ending September 30.

SECTION 8. The rights, privileges, obligations, authority and franchise hereby granted to or imposed upon MU shall continue in force and effect for a period of thirty (30) years from the

date it is accepted by MU as evidenced by the authorized signature of the Chairman of MU below, unless amended by the City with the consent and acceptance of MU.

SECTION 9. By approval of this franchise by the City, and acceptance of this franchise by MU, it is agreed by and between MU and the City as follows:

- a. that this franchise supersedes and replaces any prior franchise granted to MU, or its predecessors, by the City, (except for provisions of Section 6 of Ordinance 91-91 related to conveyance of improvements and forgiveness of claims related to fire hydrant maintenance);
- b. that the Amended Forbearance Agreement entered into between the City and MU executed on May 23, 1995, as amended on February 26, 1996, shall be rendered null and void and of no effect whatsoever; and
- c. that the Water and Sewer Infrastructure Relocation and Forbearance Agreement by and between the parties adopted pursuant to Resolution No. 2011-150-R on June 28, 2011, expired on its terms as of September 30, 2013, and all requirements of each party thereunder have been satisfied as of the date of the acceptance of this franchise; and
- d. that the City undertook public debt through the issuance of \$9,600,000 of its General Obligation Warrants, Series 1990, principally for the purpose of funding construction of water and sewer infrastructure; that this debt was undertaken pursuant to and contemporaneously with the approval of its authorization to levy an additional 5 ½ mill tax by City Ordinance 89-11, and that the City has paid debt service on and has retired or will retire all debt undertaken by the City for said purposes; and
- e. that notwithstanding any provisions of Ordinance 89-11, City Resolution 89-12-R or Resolution 89-23-R which have been, or may in the future be, construed to require the City to specially earmark any portion of the City's additional 5 ½ mill ad valorem tax levied in accordance with or under the authority of said ordinance and resolutions, the City's fulfillment of its obligation to pay debt service on the referenced Series 1990 warrants and any refunding thereof satisfactorily fulfills the City's obligations to earmark proceeds of the additional 5 ½ mill ad valorem tax and any further or additional financial assistance to MU from the proceeds of said tax is deemed unnecessary pursuant to the terms of City Resolution 89-12-R; and
- f. that MU, for itself, its successors in interest and assigns, foregoes any claim to any proceeds heretofore or hereafter received by the City from the additional 5 ½ mill ad valorem tax approved by Ordinance 89-11 other than for the purpose of payment of debt service on the City's General Obligation Warrants, Series 1990; and
- g. that the City is forever released and discharged by MU from any obligation to pay proceeds of the additional 5 ½ mill ad valorem tax directly to MU, whether by Ordinance 89-11, Resolution 89-12-R, or Resolution 89-23-R, by that certain agreement by and between MU and the City dated June 13, 1989 as approved by City Ordinance 89-25, or by any other resolution, ordinance, or agreement.

SECTION 10. The franchise granted by this Ordinance shall be deemed effective upon written acceptance of the franchise pursuant to a resolution of MU. Said written acceptance shall be filed with the City Clerk-Treasurer of the City of Madison, Alabama, within ninety (90) days

from the adoption of this Ordinance. If this franchise is not so accepted by MU within such time, this Ordinance shall be deemed null, void and of no effect whatsoever.

SECTION 11. This Ordinance shall be effective upon adoption by the City Council and formal acceptance by MU as provided in Section 10. The Ordinance shall be published one time in the Madison County Record, a newspaper of general circulation in the City of Madison.

SECTION 12. The provisions of this Ordinance are intended to be severable and, if any one or more thereof should be held invalid for any reason, the rest shall nevertheless stand and be fully effective.

SECTION 13. All Ordinances or resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

READ, APPROVED, and ADOPTED this 24th day of June 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved:

Paul Finley, Mayor
City of Madison, Alabama

**Water and Wastewater Board of the City of
Madison, Alabama**

Attest:

By: _____
Terris Tatum, Chairman

Emory DeBord, Secretary

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Terris Tatum, whose name as Chairman of Madison Utilities, is signed to the foregoing Agreement, who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he as such officer and with full authority, executed voluntarily on the day the same bears date.

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

Notary Public

RESOLUTION NO. 2024-200-R

**A RESOLUTION AUTHORIZING FUNDING FROM
THE CITY COUNCIL SPECIAL PROJECTS BUDGET FOR PICNIC TABLES
FOR RECREATION DEPARTMENT**

WHEREAS, the City of Madison, Alabama, a municipal corporation, has established a budget line item called the Council Special Projects Budget (A/C 10-090-000-2931-00); and

WHEREAS the City maintains a fund for said budget, the proceeds of which are to be expended exclusively for public or municipal purposes and projects that may arise during the fiscal year and that are not otherwise provided for in the City’s budget; and

WHEREAS the City Council finds that the purchase of picnic tables for the Recreation Department meets such a public purpose; and

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that a disbursement, in an amount not to exceed three thousand two hundred sixty-five dollars (\$3,265) from the Council Special Projects Budget shall be dispersed for the above-described purpose.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of June 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2024-173

**AN ORDINANCE AMENDING THE CITY'S BUILDING CODES, WITHIN CHAPTER 8,
ARTICLE V., OF THE CITY CODE OF ORDINANCES**

WHEREAS, the City of Madison has adopted certain building codes for the health and safety of the public at large,

WHEREAS, the City of Madison has determined that amendments are needed to the building codes in order to protect the health and safety of the public at large,

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that:

Section 1. Section 8-100(2)(o) of the *Code of Ordinances, City of Madison, Alabama*, is hereby added to the *Code of Ordinances, City of Madison, Alabama*, and states as follows:

8-100(2)(o) Storm Shelter Permits – All storm shelter permits must be applied for by the storm shelter contractor and not the homeowner.

Section 2. Section 8-100(8) of the *Code of Ordinances, City of Madison, Alabama*, is hereby added to the *Code of Ordinances, City of Madison, Alabama*, and states as follows:

8-100(8) *National Electrical Code, 2017 Edition*. The National Electrical Code is hereby amended as follows:

- a. Electrical Vehicle Chargers – Any electrical vehicle (EV) charger must be installed by a licensed electrician and not by the homeowner.
- b. Service Disconnect Switch – Any electrical meter base must have a service disconnect switch installed. This is required regardless of whether the electrical meter base is serviced by Huntsville Utilities or Athens Utilities.

Section 3. Section 8-100(9) of the *Code of Ordinances, City of Madison, Alabama*, is hereby added to the *Code of Ordinances, City of Madison, Alabama*, and states as follows:

8-100(9) *International Swimming Pool and Spa Code, 2018 Edition*. The International Swimming Pool and Spa Code is hereby amended as follows:

- a. Any commercial pool drawings submitted must be designed by a registered design professional in the state of Alabama.

READ, APPROVED, AND ADOPTED this ___ day of June 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-166-R**AWARDING BID FOR BROWNSFERRY BOX CULVERT REPLACEMENT
TO MILLER & MILLER, 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 2024-006-ITB for a box culvert replacement at Brownsferry Road (herein “the Project”); and

WHEREAS, all sealed Bids were timely submitted, opened and read on or about June 5, 2024, 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 **Miller & Miller, 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 **Miller & Miller, 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 **Miller & Miller, Inc.** as the lowest responsible, responsive bidder in the Bid amount of five hundred forty thousand two hundred forty-two dollars (\$540,242.00), 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 **Miller & Miller, 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 **Miller & Miller, 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 **Miller & Miller, 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 **Miller & Miller, Inc.** in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 24th day of June 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama

City of Madison, Alabama
INVITATION TO BID
#2024-006-ITB | Browns Ferry Road Box Culvert Replacement
 Issued May 15, 2024

AGREEMENT FOR GENERAL CONTRACTING SERVICES

THIS AGREEMENT made and entered into by and between **Miller & Miller, Inc.**, 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 **five hundred forty thousand two hundred forty two dollars (\$540,242.00)**.

B. Term. 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.

C. 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.

D. 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.

E. 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; the amount of current payment requested; and an updated project schedule. 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 therefore. The requested payment will not be processed until the updated project schedule is submitted to the City Representative.

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.

F. 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.

G. 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.

H. Contingency. The Contract Sum shall include a ten thousand dollars (\$10,000.00) contingency for use by the Owner to cover scope growth or revisions resulting from owner directives or revisions to the Contract Documents due to missing design or for other changes to the Work. Use of the contingency amount shall be subject to the Change Order process under Article II. G. Change Orders. Contractor must receive written approval from the Owner in order to use the contingency amount for a revision or scope change. At any time, the Owner may elect to increase the contract volume in lieu of using this contingency, and such direction will be at the discretion of the Owner. Any contingency remaining at project completion will be deducted via change order and returned to the Owner.

I. 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 ninety (90) 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.

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:
Miller & Miller, Inc.
2106 Miller Ferry Way SW
Huntsville, Alabama 35801

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 _____, 2024.

Notary Public

Miller & Miller, Inc.

By: _____

Its: _____

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 _____, whose name as _____ of Miller & Miller, Inc., 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 _____, 2024.

Notary Public

Bidder Pricing Sheet (Rev 6/11/24)
2024-006-ITB / Browns Ferry Road Box Culvert Replacement

ITEM NO.	UNIQUE NUMBER	EST QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
1	201A-002	1	LUMP SUM	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$4000.00 PER ACRE) (APPROXIMATELY 1 ACRES)	\$ 4,000.00	\$ 4,000.00
2	201C-000	1	LUMP SUM	CLEARING (TREE REMOVAL)	\$ 3,500.00	\$ 3,500.00
3	206E-000	1	EACH	REMOVING 8x4 BOX CULVERT & HEADWALLS	\$ 8,500.00	\$ 8,500.00
4	210A-000	848	CU YD	UNCLASSIFIED EXCAVATION	\$ 28.50	\$ 24,168.00
5	210D-000	437	CU YD	BORROW EXCAVATION	\$ 43.50	\$ 19,009.50
6	301A-020	544	SQ YD	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 8" COMPACTED THICKNESS	\$ 13.75	\$ 7,480.00
7	301A-004	38	SQ YD	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 4" COMPACTED THICKNESS	\$ -	\$ -
8	401A-000	544	SQYD	BITUMINOUS TREATMENT A	\$ 2.40	\$ 1,305.60
9	405A-000	51	GALLON	TACK COAT	\$ 4.25	\$ 216.75
10	408A-052	258	SQ YD	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.1" THRU 2.0" THICK)	\$ 19.50	\$ 5,031.00
11	424A-356	72	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, 165#/S.Y.	\$ 244.00	\$ 17,568.00
12	424B-651	80	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, 275#/S.Y.	\$ 154.00	\$ 12,320.00
13	502A-000	8498	LBS	STEEL REINFORCEMENT	\$ 2.75	\$ 23,369.50
14	524A-012	59	CU YD	CULVERT CONCRETE (INCLUDES WINGS, STRUCTURE EXCAVATION, & STONE BACKFILL)	\$ 1,410.00	\$ 83,190.00
15	529A-012	1048	SQ FT	RETAINING WALL (REDI-ROCK WALL), COMPLETE IN PLACE, TO INCLUDE ENGINEERING DESIGN, LABOR, MATERIALS, REINFORCEMENT, STONE BACKFILL, LEVELING PAD, GRIDS/OR STRAPS, UNDERDRAINS, EQUIPMENT, ETC.	\$ 165.00	\$ 172,920.00
16	600A-000	1	LUMP SUM	MOBILIZATION (12%)	\$ 69,743.00	\$ 69,743.00
17	614A-000	40	SQ YD	4" THICK CONCRETE SLOPE PAVING	\$ 375.00	\$ 15,000.00
18	618A-000	156	SQ YD	4" THICK CONCRETE SIDEWALK (Removed per City of Madison)	\$ -	\$ -
19	641E-500	1	EACH	FIRE HYDRANT RESET	\$ 2,750.00	\$ 2,750.00
20	650A-000	120	CU YD	TOPSOIL	\$ 75.00	\$ 9,000.00
21	652A-100	1000	SQ YD	HYDRO SEEDING	\$ 3.00	\$ 3,000.00
22	652C-000	1	ACRE	MOWING	\$ 150.00	\$ 150.00
23	659C-004	750	SQ YD	EROSION CONTROL PRODUCT, TYPE C2	\$ 5.00	\$ 3,750.00
24	665I-000	15	TON	TEMPORARY RIPRAP, CLASS 2	\$ 150.00	\$ 2,250.00
25	665J-002	850	LIN FT	SILT FENCE	\$ 5.00	\$ 4,250.00
26	665O-001	850	LIN FT	SILT FENCE REMOVAL	\$ 1.25	\$ 1,062.50
27	665Q-002	120	LIN FT	WATTLE	\$ 10.00	\$ 1,200.00
28	680A-001	1	LUMP SUM	GEOMETRIC CONTROLS	\$ 23,133.15	\$ 23,133.15
29	701E-000	1100	LF	SOLID TEMPORARY TRAFFIC STRIPE	\$ 2.50	\$ 2,750.00
30	701G-249	550	LF	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	\$ 5.00	\$ 2,750.00
31	701G-263	550	LF	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	\$ 5.00	\$ 2,750.00
32	705A-037	7	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	\$ 25.00	\$ 175.00
33	740B-000	75	SQ FT	CONSTRUCTION SIGNS	\$ 15.00	\$ 1,125.00
34	740D-000	25	EACH	CHANNELIZING DRUMS	\$ 30.00	\$ 750.00
35	740E+02	25	EACH	CONES (36 INCH HIGH)	\$ 25.00	\$ 625.00
36	740F-002	4	EACH	BARRICADES, TYPE III	\$ 300.00	\$ 1,200.00
37	740M-001	25	EACH	BALLAST FOR CONE	\$ 10.00	\$ 250.00
38	742-001	2	EACH	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2 (Removed per City of Madison)	\$ -	\$ -
39		1	LUMP SUM	CONTINGENCY (Reduced from \$25,000 Per City of Madison)	\$ 10,000.00	\$ 10,000.00

TOTAL CONSTRUCTION COST \$ 540,242.00

Bidder Name: Miller & Miller, Inc.

Address: 2106 Miller Ferry Way SW

City/State/Zip: Huntsville, AL 35801-5362

I, Mark E. Miller, as President 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.

6/11/2024
Date


Signature of Authorized Representative

Mark E. Miller, President



2024-006-ITB / Browns Ferry Road Box Culvert Replacement
Issued May 15, 2024

BID TABULATION

BIDDER NAME	Miller & Miller, Inc.
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y
BID BOND	Y
GENERAL CONTRACTOR'S LICENSE	Y
CERTIFICATE OF INSURANCE	Y
E-VERIFY ENROLLMENT	Y
TOTAL BASE BID	\$540,242.00

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 11th day of June, 2024.

Kirsten D. Brissett
 Notary Public

RESOLUTION NO. 2024-177-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH SHOALS ELECTRIC

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Shoals Electric to rewire the entire intersection traffic signal, to include all new signal cable shielded cable for all loops and all new junction boxes and splice kits at the Hughes Road and Highway 72 intersection pursuant to Project 24-016, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the 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 duly-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 Contech in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of June 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama



ATTN: MICHELLE DUNSON

For the intersection of Hughes Rd and Hwy 72 we would like to submit a price of \$49,586.22 for the rewiring of the entire intersection. This would include all new signal cable shielded cable for all loops new cable going down U.S. 72 for back loops all new junction boxes and splice kits. This also covers officers. Please feel free to contact me with any questions or concerns.

Thanks

CHASE COSBY
SHOALS ELECTRIC

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Shoals Electric Electrical Contractors an Alabama corporation located at 704 Davidson Avenue, Muscle Shoals, Alabama 35661, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS the City of Madison requires professional electrician services to rewire the entire intersection traffic signal, to include all new signal cable shielded cable for all loops and all new junction boxes and splice kits at the Hughes Road and Highway 72 intersection pursuant to Project 24-016 (herein "the Project") and

WHEREAS the best interests of the City and its residents will be served by retaining an experienced provider of such professional electrician services for the Project; and

WHEREAS, Consultant is an experienced and unique provider of the services required and is capable of providing the same in a professional, timely manner; and

WHEREAS, the City desires to avail itself of Consultant's unique abilities and services and Consultant desires to provide same to City;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to the City: Consultant will rewire the entire intersection, to include all new signal cable shielded cable for all loops and all new junction boxes and splice kits at the Hughes Road and Highway 72 intersection
- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, 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 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.

- C. Consultant shall ensure that its work complies with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.
- D. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- E. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary, or proper to carry out the services required by this Agreement.
- F. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- G. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- H. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein.
- I. By signing this contract, Consultant 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.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **nineteen thousand three hundred dollars (\$19,350.00)**, payable as services are rendered and invoiced to City. The Consultant is solely responsible for submission of invoices outlining the work performed and the payment due from City, terms net thirty (30) days.

- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City.

SECTION 3: INDEMNIFICATION & INSURANCE

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith, or gross negligence on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

To the extent allowed by law, City agrees to hold harmless and indemnify Consultant from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith or gross negligence on the part of City or its individual employees, officials, agents and representatives in the course of receiving services from Consultant pursuant to the instant Agreement.

SECTION 4: COMMENCEMENT; TERM

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 latter signature shall be the date the Agreement comes into effect. This Agreement shall expire upon the City's acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein.

SECTION 5: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party. In the event of termination, Consultant

shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Consultant as of the date of termination.

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees of Consultant are not nor shall be deemed to be employees of City and that employees of City are not, nor shall they be deemed to be employees of Consultant.

SECTION 7: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of such suspension of performance of duties hereunder.

SECTION 8: ASSIGNMENT

Neither Consultant nor City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

SECTION 9: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

SECTION 10: NOTICES

All notices to City shall be addressed to:

*City Attorney
City of Madison
100 Hughes Road
Madison, Alabama 35758*

All notices to Consultant shall be addressed to:

*Jamie Prater
Shoals Electric
704 Davidson Avenue
Muscle Shoals, AL 35661*

SECTION 11: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk-Treasurer

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 the City Clerk-Treasurer, 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 June 2024.

Notary Public

**Shoals Electric
Consultant**

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Shoals Electric Electrical Contractors 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

RESOLUTION NO. 2024-189-R**RESOLUTION TO AWARD BID FOR THE MILL ROAD DITCH
PROJECT TO MILLER & MILLER, 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 2024-008-ITB for the base bid and additive alternative number one for the Mill Road Ditch improvement (herein “the Project”); and

WHEREAS, all sealed Bids were timely submitted, opened and read on or about June 18, 2024, 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 **Miller & Miller, 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 **Miller & Miller, Inc.**, 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 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 **Miller & Miller, Inc.** as the lowest responsible, responsive bidder in the Bid amount of two million two hundred and one thousand seven hundred sixty-one dollars (\$2,201,761.00), 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 **Miller & Miller, 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 **Miller & Miller, 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 **Miller & Miller, 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 **Miller & Miller, Inc.** in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 24th day of June 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama

Addendum #2 - Bidder Pricing Sheet

2024-008-ITB / Mill Road Ditch Project

Base Bid

ITEM	SPEC	DESCRIPTION	UNIT	TOTAL QTY	UNIT PRICE	QTY COST
1	201A-002	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$8000 PER ACRE) (APPROXIMATELY 1 ACRE)	LUMP SUM	1	\$ 8,000.00	\$ 8,000.00
2	206C-026	REMOVING TEMPORARY ASPHALT PAVEMENT	SQUARE YARD	1423	\$ 15.00	\$ 21,345.00
3	206D-001	REMOVING GUARDRAIL	LINEAR FOOT	1210	\$ 5.00	\$ 6,050.00
4	210A-000	UNCLASSIFIED EXCAVATION	CUBIC YARD	1030	\$ 15.00	\$ 15,450.00
5	210D-000	BORROW EXCAVATION	CUBIC YARD	770	\$ 15.00	\$ 11,550.00
6	214B-001	FOUNDATION BACKFILL, COMMERCIAL **See Note 1	CUBIC YARD	91	\$ 85.00	\$ 7,735.00
7	305A-057	CRUSHED AGGREGATE, SECTION 825, FOR MISCELLANEOUS USE	TON	376	\$ 56.00	\$ 21,056.00
8	401A-000	BITUMINOUS TREATMENT A	SQUARE YARD	1423	\$ 1.22	\$ 1,736.06
9	405A-000	TACK COAT	GALLON	100	\$ 4.24	\$ 424.00
10	424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	116	\$ 148.00	\$ 17,168.00
11	424B-651	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	155	\$ 118.00	\$ 18,290.00
12	529A-010	RETAINING WALL & RECONSTRUCTION OF MILL ROAD	LUMP SUM	1	\$ 1,413,000.00	\$ 1,413,000.00
13	600A-000	MOBILIZATION	LUMP SUM	1	\$ 237,505.00	\$ 237,505.00
14	610D-003	FILTER BLANKET, GEOTEXTILE	SQUARE YARD	112	\$ 5.00	\$ 560.00
15	631F-000	STEEL BEAM GUARDRAIL, CLASS A, TYPE 1	LINEAR FOOT	1210	\$ 23.00	\$ 27,830.00
16	631G-008	GUARDRAIL END ANCHOR, TYPE 8 RELOCATED	EACH	6	\$ 4,100.00	\$ 24,600.00
17		OMIT				
18	641F-500	FIRE HYDRANT EXTENSION ** See Note 2	LINEAR FOOT	10	\$ 975.00	\$ 9,750.00
19	650A-000	TOPSOIL **See Note 3	CUBIC YARD	420	\$ 49.00	\$ 20,580.00
20	654A-000	SOLID SODDING **See Note 3	SQUARE YARD	125	\$ 10.00	\$ 1,250.00
21	656A-010	MULCHING **See Note 3	ACRE	0.55	\$ 1,550.00	\$ 852.50
22	665A-000	TEMPORARY SEEDING **See Note 3	ACRE	0.55	\$ 1,550.00	\$ 852.50
23	665I-000	TEMPORARY RIPRAP, CLASS 2 **See Note 4	TON	50	\$ 58.00	\$ 2,900.00
24	665N-000	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 1 **See Note 5	TON	28	\$ 75.00	\$ 2,100.00
25	665P-005	INLET PROTECTION, STAGE 3 OR 4	EACH	3	\$ 510.00	\$ 1,530.00
26	665Q-002	WATTLE	LINEAR FOOT	1260	\$ 8.50	\$ 10,710.00
27	680A-001	GEOMETRIC CONTROLS	LUMP SUM	1	\$ 31,145.94	\$ 31,145.94
28	701C-000	BROKEN TEMPORARY TRAFFIC STRIPE	MILE	0.26	\$ 1,650.00	\$ 429.00
29	701C-001	SOLID TEMPORARY TRAFFIC STRIPE	MILE	0.5	\$ 1,650.00	\$ 825.00
30	701D-005	SOLID TRAFFIC STRIPE REMOVED	MILE	0.5	\$ 5,500.00	\$ 2,750.00
31	701D-013	BROKEN TRAFFIC STRIPE REMOVED	MILE	0.26	\$ 3,300.00	\$ 858.00
32	740B-000	CONSTRUCTION SIGNS	SQUARE FEET	111	\$ 7.00	\$ 777.00
33	740D-000	CHANNELIZING DRUMS	EACH	107	\$ 59.00	\$ 6,313.00
34	742A-002	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 1	EACH	2	\$ 5,000.00	\$ 10,000.00
35		ADEM PERMIT TRANSFER	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00
36		SEWER ENCASEMENT	LINEAR FOOT	20	\$ 1,100.00	\$ 22,000.00
37		CONTINGENCY	LS	1	\$ 25,000.00	\$ 25,000.00
TOTAL						\$ 1,992,922.00

Additive Alternate #1

ITEM	SPEC	DESCRIPTION	UNIT	TOTAL QTY	UNIT PRICE	QTY COST
1	210A-000	UNCLASSIFIED EXCAVATION	CUBIC YARD	385	\$ 50.00	\$ 19,250.00
2	214B-001	FOUNDATION BACKFILL, COMMERCIAL **See Note 6	CUBIC YARD	96	\$ 75.00	\$ 7,200.00
3	610D-003	FILTER BLANKET, GEOTEXTILE **See Note 6	SQUARE YARD	2990	\$ 46.10	\$ 137,839.00
4	650A-000	TOPSOIL **See Note 7	CUBIC YARD	290	\$ 125.00	\$ 36,250.00
5	652A-100	SEEDING ** See Note 8	ACRE	0.55	\$ 2,000.00	\$ 1,100.00
6	656A-010	MULCHING	ACRE	0.55	\$ 2,000.00	\$ 1,100.00
7	665A-000	TEMPORARY SEEDING	ACRE	0.55	\$ 2,000.00	\$ 1,100.00
8	680A-001	GEOMETRIC CONTROLS	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00
TOTAL						\$ 208,839.00

Base Bid + Additive Alternate #1

TOTAL \$ 2,201,761.00

NOTES:

1. INCLUDES WALL LEVELING.
2. ITEM TO BE USED FOR FIRE HYDRANT RELOCATION. EXTENSION TO BE UP TO 5 LF PER HYDRANT.
3. INCLUDES AREAS FOR ROAD RELOCATION AND NORTH SIDE OF CREEK RESTORATION.
4. CONTINGENCY ITEM. REQUIRES APPROVAL PRIOR TO USE.
5. INCLUDES CONSTRUCTION ENTRANCE.

- 6. SEE SHEET C3.2 FOR HIGH PERFORMANCE TURF REINFORCEMENT MAT (HPTRM) PYRAMAT 75 INSTALLATION DETAIL.
- 7. INCLUDES 4" TOPSOIL FOR PYRAMAT.
- 8. SEE SHEET C0.1 FOR SEEDING NOTES AND C3.0-3.1 FOR LOCATION. HYDROSEED TO BE USED AND PAID FOR AS A SUBSIDIARY OF PAY ITEM 652A-100.

Bidder Name: Miller & Miller, Inc.
Address: 2106 Miller Ferry Way SW
City/State/Zip: Huntsville, AL 35801-5362

I, Mark E. Miller, as President 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.

06/18/2024
Date


Signature of Authorized Representative



2024-008-ITB / Mill Road Ditch Project
Issued May 22, 2024

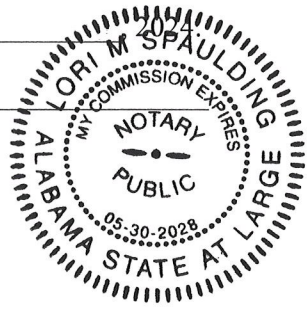
BID TABULATION

BIDDER NAME	Miller & Miller, Inc.	Russo Corporation
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y
BID BOND	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y
CERTIFICATE OF INSURANCE	Y	Y
E-VERIFY ENROLLMENT	Y	Y
TOTAL BASE BID	\$1,992,922.00	\$2,114,099.33
ADDITIVE ALTERNATE #1	\$208,839.00	\$189,459.33
TOTAL BASE BID + ADD ALT #1	\$2,201,761.00	\$2,303,558.66

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 18 day of June
Lori Spaulding
Notary Public



RESOLUTION NO. 2024-190-R**A RESOLUTION TO AWARD BID # 2024-010-ITB FOR THE PURCHASE OF PEDESTRIAN BRIDGES TO BE PLACED AT PALMER PARK**

WHEREAS, the City of Madison's Bidding Coordinator, by proper notice, solicited bids for Project #2024-010-ITB in accordance with Alabama's Competitive Bid Law, Title 41 of the *Code of Alabama*, for the purchase of pedestrian bridges to be set in place at locations in Palmer Park; and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project's Invitation to Bid were opened and read on or about June 20, 2024, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, the appropriate City staff have considered and evaluated the bids and, after full consideration of each, have recommended that Council award the bid to Contech Engineered Solutions, LLC for the pedestrian bids identified in the attached Bid Submittal; and

WHEREAS, the City Council finds that Contech Engineered Solutions, LLC offered a bid for the sale of the pedestrian bridges, which meets the technical minimums set by the Invitation to Bid; and

WHEREAS, the City Council finds that it is in the best interests of the City to award the bid for Project #2024-010-ITB to Contech Engineered Solutions, LLC, for the goods and at the amounts set forth in the attached Bid Tabulation such award to be made according to the terms and conditions set forth in the Invitation to Bid and the Bid Submittal attached hereto and incorporated herein by reference; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama that Project #2024-010-ITB is hereby awarded to Contech Engineered Solutions, LLC, subject to the terms and conditions of the Invitation to Bid and that the Mayor and City Clerk-Treasurer are hereby authorized to execute and appropriately attest any and all documentation required to effectuate such award; and

BE IT FURTHER RESOLVED that this award is conditioned upon Contech Engineered Solutions, LLC, completing and submitting to the City all required documents and items related thereto; and

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to issue payment to Contech Engineered Solutions, LLC, in accordance with the terms and conditions of purchase as set forth in the Invitation to Bid.

READ, PASSED, AND ADOPTED this 24th day of June 2024.

Ranae Bartlet, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama



2024-010-ITB / Pedestrian Bridges at Palmer Park
Issued May 29, 2024

BID TABULATION

BIDDER NAME	Contech Engineered Solutions, LLC
ALL FORMS WITH ORIGINAL SIGNATURES	Y
E-VERIFY ENROLLMENT	Y
TOTAL BASE BID	\$146,740.00

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 20th day of June, 2024.

Kristen N Bruset
 Notary Public



City of Madison, Alabama
Bid Number: 2024-010-ITB
Bid Title: Pedestrian Bridges at Palmer Park
Issued: May 29, 2024



BID SUBMITTAL FORM

A. BIDDER'S INFORMATION

Legal Name: Contech Engineered Solutions LLC

Business Address: 5 Concourse Pkwy

Suite 1900

Atlanta, GA 30328-6111

Business Phone: 205-306-3277 Company's E-mail: jennifer.mcintire@conteches.com

Authorized Representative: Jennifer McIntire

Title: Bridge Consultant

Representative Phone: 205-306-3277 (work) 205-306-3277 (cell)

Representative's Email Address(es): jennifer.mcintire@conteches.com

B. ADDENDA

Bidder hereby acknowledges receipt of each following Addendum: No(s). , , , , ,
(Bidder shall insert number of each Addendum received) and agrees that all Addenda issued are hereby made part of the Contract, and the Bidder further agrees that this Bid includes all impacts and costs resulting from said Addenda.

C. ACKNOWLEDGMENT OF TAX-EXEMPT STATUS

Because the City is a tax-exempt entity, neither Bidder's unit prices nor the total amount bid on any area or on the entire Project shall include any taxes paid by Bidder and shall not assess any tax liability whatsoever to the City. Bidder acknowledges City's tax-exempt status and hereby accepts responsibility for making application to the Alabama Department of Revenue for a Sales and Use Tax Certificate of Exemption for use on the Project, subject to the review of the City Attorney and the Director of Finance.

D. BIDDER'S DECLARATION AND UNDERSTANDING

Bidder has exercised his own judgment regarding the interpretation of any information or data used in arriving at his conclusions which led to the submission of this Bid. Bidder shall be fully responsible for any damages or liability arising out of his or any subcontractor's pre-bid investigations.

Bidder declares that he understands and agrees that any quantities inferred from the Advertisement for Invitation to Bid and in the Bid Packet are approximate only and are subject to either increase or decrease; and, that should quantities be decreased, he further understands and agrees that payment will be made on actual quantities installed at the bid item prices, and he states that he will make no claim for anticipated profits for any decreases in the quantities. It is understood and acknowledged that actual quantities will be determined upon completion of the Work.

City of Madison, Alabama
Bid Number: 2024-010-ITB
Bid Title: Pedestrian Bridges at Palmer Park
Issued: May 29, 2024



IN WITNESS WHEREOF, the Bidder has caused this Bid Submittal Form to be completed, executed, and its seal affixed by its duly authorized representative this 13th day of June, 2024.

Jennifer McIntire / Contech Engineered Solutions
Legal Name of Bidder/Company

By: Jennifer McIntire

Its: Contech Engineered Solutions

Date: 6/13/2024

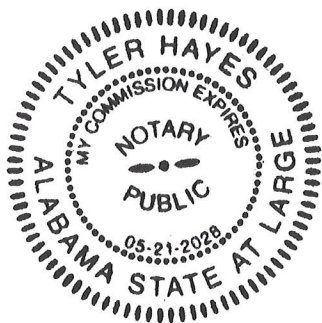
STATE OF Alabama §

COUNTY OF Jefferson §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that JM Contech Engineered Solutions, whose name as Jennifer McIntire of Contech Engineered Solutions 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 entity on the day the same bears date.

Given under my hand and official seal this 13th day of June, 2024.

Tyler Hayes
Notary Public





City of Madison, Alabama
Bid Number: 2024-010-ITB
Bid Title: Pedestrian Bridges at Palmer Park
Issued: May 29, 2024

BIDDER PRICING SHEET

BIDDER NAME: Contech Engineered Solutions, LLC

ADDRESS: 5 Concourse Pkwy Ste 1900

CITY/STATE/ZIP: Atlanta, GA 30328-6111

Total Base Bid for two (2) pedestrian bridge structures: \$ \$ 146,740.00

Proposed deadline for submission of engineered submittal drawings: 6-8 weeks after award of contract

Proposed deadline for delivery of both bridge structures: 18-20 weeks after drawing approval

I, Jennifer McIntire, as Bridge consultant
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.

6/13/2024
Date

Jennifer McIntire
Signature of Authorized Representative



City of Madison, Alabama
Bid Number: 2024-010-ITB
Bid Title: Pedestrian Bridges at Palmer Park
Issued: May 29, 2024

IMMIGRATION LAW COMPLIANCE FORM

BIDDER NAME: Contech Engineered Solutions, LLC

ADDRESS: 5 Concourse Pkwy Suite 1900

CITY/STATE/ZIP: Atlanta, GA 30328-6111

By signing below, I, the undersigned, as an authorized representative of the above-named company, hereby affirm that, for the duration of the term of service provided to the City as a result of the Bid submitted in response to the above-cited Invitation, I will not violate state or federal immigration laws or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, I hereby acknowledge that if I am the successful Bidder selected to provide the goods and services set forth in the Bid and I am (or the below-named company is) found to be in violation of any state or federal immigration law, such action shall be deemed a breach of contract and shall impose complete and full responsibility on said company for all damages resulting therefrom, to the extent allowed by applicable law.

I hereby attach My Company E-verify Profile as proof of Bidder's enrollment in E-Verify.

I, Jennifer McIntire, as Bridge Consultant 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.

6/13/2024
Date

Jennifer McIntire
Signature of Authorized Representative



City of Madison, Alabama
Bid Number: 2024-010-ITB
Bid Title: Pedestrian Bridges at Palmer Park
Issued: May 29, 2024

DISCLOSURE STATEMENT

BIDDER NAME: Contech Engineered Solutions, LLC

ADDRESS: 5 Concourse Pkwy Suite 1900

CITY/STATE/ZIP: Atlanta, GA 30328-6111

In accordance with Ala. Code §§ 36-25-11 and 36-25-14 (1975), the City of Madison, Alabama, requires each Bidder to provide the following information in anticipation of a bid award. Completion of this Disclosure Statement will not affect evaluation of your Bid except to the extent that your failure to disclose truthful answers may result in elimination of your Bid from evaluation.

1. Do you or any owner, officer, director, trustee, consultant, employee, or holder of more than five percent (5%) of the fair market value of your business entity share a household with any employee, elected official, or appointed official of the City of Madison, Alabama, such that the City employee or official will benefit from this Contract?
 Yes x No

If yes, please provide the name and position of the individual associated with your business, the name of the City employee/official, their relationship and the nature of the benefit.

2. Do you understand and acknowledge that:
a. unless exempt pursuant to Alabama competitive bid laws or otherwise permitted by law, no public official or public employee, or a member of the household of the public employee or the public official, and no business with which the person is associated shall enter into any contract to provide goods or services which is to be paid in whole or in part out of municipal funds unless the contract has been awarded through a process of competitive bidding and a copy of the contract is filed with the Alabama State Ethics Commission;
b. all such contract awards shall be made as a result of original bid takings, and no awards from negotiations after bidding shall be allowed; and
c. a copy of each contract, regardless of the amount, entered into by a public official, public employee, a member of the household of the public employee or the public official, and any business with which the person is associated shall be filed with the commission within ten (10) days after the contract has been entered into? x Yes No

I, Jennifer McIntire, as Bridge Consultant
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.

6/13/2024
Date

Jennifer McIntire
Signature of Authorized Representative



City of Madison, Alabama
Bid Number: 2024-010-ITB
Bid Title: Pedestrian Bridges at Palmer Park
Issued: May 29, 2024

STATEMENT OF NON-COLLUSION

BIDDER NAME: Contech Engineered Solutions LLC

ADDRESS: 5 Concourse Pkwy Suite 1900

CITY/STATE/ZIP: Atlanta, GA 30328-6111

On behalf of myself and the above-named Bidder, I hereby declare and aver that there has been no agreement or collusion by Bidder with any other Bidder or prospective Bidder to propose a fixed price or to refrain from submitting a Bid or to act in any similar way that would render my Bid void. I further acknowledge that any such action will result in the disqualification of all involved parties from submitting bids or proposals to the City of Madison, Alabama, on any future purchases. I further declare that I understand that the knowing and intentional participation in a collusive agreement involving a purchase exceeding fifty thousand dollars (\$50,000.00) is a Class C felony. *See Ala. Code § 39-2-2(c) (1975).*

Additionally, I hereby state that the only persons or parties interested in this submitted Bid are those named herein; that this Bid is, in all respects, fair and without fraud; that it is made without collusion with any official of the City; and that the Bid is made without any connection or collusion with any person submitting another Bid in Response to this Invitation To Bid as stated above.

I, Jennifer McIntire, as Bridge Consultant
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.

6/13/2024
Date

Jennifer McIntire
Signature of Authorized Representative

 An official website of the United States government [Here's how you know](#)



Menu 

My Company Account

My Company Profile

Company Information

Company Name

Contech Engineered Solutions LLC

Doing Business As (DBA) Name

Company ID

122133

Enrollment Date

May 22, 2008

Employer Identification Number (EIN)

31117716

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

1,000 to 2,499

NAICS Code

332

Sector

Manufacturing

Subsector

Fabricated Metal Product Manufacturing

[Edit Company Information](#)

Employer Category

Employer Category

[Edit Employer Category](#)

Company Addresses

Physical Address

9025 Centre Pointe Dr.
Suite 400
West Chester, OH 45069

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites



We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



Date: June 12, 2024

Project: Palmer Park (801495)
Madison, AL

Bid Date: June 20th, 2024

SCOPE LETTER

- Quantity of (2) 60' long x 10' width
- Bridge Model: Continental Capstone Steel Pedestrian Truss with underhung floorbeams
- Finish: Self-Weathering steel with an SP-7 final blast
- Decking: Galvanized G90 form pan to accept a future reinforced concrete deck
- Railing Type: Horizontal Safety Rails with 4" maximum openings
- Railing Height: 48" above deck
- Included safety features: steel toe-rail, IPE rub rail and steel cover angle
- Design Code: AASHTO LRFD
- Design Vehicle: H-5 (10,000 lbs)
- Live Load: 90 psf
- Bridge to be shipped in 1 section with an approximate lifting weight of 14,000 lbs without the concrete deck.

Excluded Items:

CONTECH Engineered Solutions will not or does not include the cost for:

1. Applicable Sales and/or Use Tax
2. All construction surveying, including field measurement and verification of abutments and anchor bolt placement.
3. Design, excavation and construction of bridge foundations and/or piers.
4. Provide and install reinforced concrete deck slab.
5. Providing and installing all anchor bolts. Provide and install any wing wall or approach railings.
6. Unloading all trucks delivering CONTECH materials.
7. Assembly and erection of the bridge section(s).
8. Any costs associated with testing by an independent agency.
9. Providing and installing any expansion joint materials at the abutments.

The estimated lead time for the submittal package is 6-8 weeks from the receipt of a signed purchase document and receipt of the required design documents and project information. Approval review process is in addition to stated timeframes. Due to fluctuations in backlog which occur between the date of this quotation and approval of submittals, material availability and other supply chain issues, fabrication lead times will be communicated upon receipt of approved submittals.

All costs associated with any special inspection to be borne by purchaser or owner. CONTECH will provide access to facilities and assist with coordination to accommodate special inspection

We look forward to working with you on this project. If you have any questions, please feel free to contact me.

Sincerely,

Jennifer McIntire

Bridge Consultant – AL & FL Panhandle

Contech Engineered Solutions LLC

Mob: 205-306-3277

Jennifer.Mcintire@ContechES.com

www.ContechES.com

Quote # QUO-672164-D2G4Y7					
Date	6/13/2024	Account Name	City of Madison	Reply-To	
Quote #	QUO-672164-D2G4Y7	Contact Name	City of Madison	Contech Rep.	Jennifer McIntire
		Phone	(256) 772-5639	Address	Birmingham, AL, 35210
Project Name	Palmer Park Pedestrian Bridges over Mill Creek and Bradford Creek	Fax	(256) 772-6244	Phone	205-306-3277
Project #	801495	Email		Fax	
Project City/State	Madison, AL			Email	Jennifer.McIntire@ContechES.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	<ul style="list-style-type: none"> • Quantity of (2) 60' long x 10' width • Bridge Model: Continental Capstone Steel Pedestrian Truss with underhung floorbeams • Finish: Self-Weathering steel with an SP-7 final blast • Decking: Galvanized G90 form pan to accept a future reinforced concrete deck • Railing Type: Horizontal Safety Rails with 4" maximum openings • Railing Height: 48" above deck • Included safety features: steel toe-rail, IPE rub rail and steel cover angle • Design Code: AASHTO LRFD • Design Vehicle: H-5 (10,000 lbs) • Live Load: 90 psf • Bridge to be shipped in 1 section with an approximate lifting weight of 14,000 lbs without the concrete deck. 	1.00	1.00	\$131,740.00	EA	\$131,740.00
	<p>Engineering Services - Notes for Quote : Abutment design for both of the above 60' bridge spans: Design of cast-in place abutments and wingwalls on shallow spread footing foundations for bridge structure. Does not include design of deep foundation system or foundation improvements, which may be quoted separately if required. A geotechnical report with foundation design recommendations and grading plan (both specific to the bridge location) is to be given to Contech for this service to be provided. This fee does not include addressing any review comments, or review of reinforcement or any other construction material submittals, which also may be quoted separately as needed. Please note that this service is only available with the purchase of bridge structure.</p>	1.00	1.00	\$15,000.00	EA	\$15,000.00
					Total	\$146,740.00
					(Tax not included) Net Total	\$146,740.00

Standard Notes

1. All orders must be shipped within 30 days of manufacture. Should you be unable to accept delivery of materials at the agreed upon time, a storage charge equal to a maximum of 5% per month of the selling price of the stored material applies. Refer to Article 19 Contech CONDITIONS OF SALE.
2. Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$100.00 per hour thereafter will be added.
3. Design submittal drawings will be provided, signed and sealed by a Professional Engineer licensed to practice in the State where the project is located.
4. LRFD Guide Specification for the Design of Pedestrian Bridges - Item 4.2 - Fracture: Fracture Critical Member designation shall be in accordance with Provision 12.3.2 of AASHTO/AWS D1.5M/D1.5:2015 which requires each Fracture Critical Member (FCM) to be individually designated by the Engineer prior to bidding. In the absence of such designation, the Fracture requirements of Item 4.2 shall be deemed to have been waived.
5. Preliminary Assembled ship weight: See above bridge description, subject to final design. Contech will not be liable for any additional construction or installation costs incurred related to a change from a preliminary bid design weight to a final design, regardless of the reason for the change.
6. The estimated lead time for the submittal package is 6-8 weeks from the receipt of a signed purchase document and receipt of the required design and project information. Submittal lead times are subject to adjustment at time of order based upon current Engineering backlog. Approval review process is in addition to stated timeframes. Due to fluctuations in backlog which occur between the date of this quotation and approval of submittals, material availability and other supply chain issues, fabrication lead times will be communicated upon receipt of approved submittals.
7. This quotation expires 30 days from the date shown. Prices are firm for shipment within 120 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

Quote # QUO-672164-D2G4Y7

Standard Notes

8. This quote is based on live off loading ONLY and is the responsibility of others. The loads will be delivered as close to the project location as trucks can reasonably access and be driven under their own power without specialized equipment. Oversized loads warrant additional consideration and providing suitable access shall be the responsibility of the contractor/customer. The driver(s) will leave hard surface public roads only at their discretion but is not obligated to do so. If driver agrees to access a site under any other conditions, customer may be subject to additional costs. Due to curfews and other travel time restrictions on over dimensional loads, the customer shall be responsible for additional costs associated with weekend, holiday or Monday delivery requests. Cancellation of scheduled delivery loads requiring permits within 48hrs may result in additional permits and will be the responsibility of the purchaser. Specialized haulers and or equipment are utilized in the shipping of bridge components (ie "trailer rental"), costs incurred by CONTECH due to cancellation and or postponement of the delivery of bridge components will be the responsibility of the purchaser. Staging/Jockeying of trailers can be provided upon request for an additional fee.

9. This quote is per site plans dated XXX.

Scope Of Work**Continental Pedestrian**

Truss bridge pricing includes the steel truss bridge manufactured in sections sized at the discretion of Contech to facilitate optimum shipments. Sections may require final assembly at the jobsite by others using fasteners supplied by Contech.

The following work is not a part of this offer and is to be performed by others at no cost to Contech:

1. All construction surveying, including field measurement and verification of abutments and anchor bolt placement.
2. Design of the bridge foundations unless otherwise stated herein.
3. Excavation and construction of the bridge foundations.
4. Anchor bolt design, supply, installation or templates.
5. Erection and installation of the bridge structure(s).
6. Touch up painting of any and all surfaces damaged during handling, loading, transport, unloading, rigging, fit up or installation. Touch up paint guidelines are available from Contech.
7. Supply and installation of any expansion joint materials required by the contract.
8. Supply and installation of concrete and reinforcing for bridge deck slab or abutments.
9. Any and all costs associated with special inspection or testing by an independent agency.
10. Bridge approach railing or wing wall rails unless specifically included elsewhere on this proposal.
11. All other associated or appurtenant items not specifically referenced and included elsewhere in this proposal.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

Acceptance**Contech Engineered Solutions LLC.**

WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HERewith AND VIEWABLE AT www.conteches.com/cos

By Jennifer McIntire

Company (O) 205-306-3277

By (F)

Title (Cell)

Date Title

Quote # QUO-672164-D2G4Y7

Contech - CONDITIONS OF SALE

1. **ACCEPTANCE.** This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:
(1) the contract price for all products which have been completed prior to termination;
(2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:
(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15

RESOLUTION NO. 2024-201-R

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH TTL, INC. FOR MILL ROAD SIDEWALK DESIGN

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with TTL, Inc., for engineering design of the Mill Road sidewalk improvement project, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; 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 TTL, Inc. in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of June 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama



101 Quality Circle NW, Suite 130
Huntsville, AL 35806
256-384-6868
www.ttlusa.com

June 17, 2024

City of Madison
100 Hughes Road
Madison, Alabama 35758

Attn: Ms. E. Michelle Dunson, P.E. CFM (michelle.dunson@madisonal.gov)
Deputy City Engineer

**RE: Proposal for Engineering Design Services
Mill Road Sidewalks – Withers Junction to Bradford Creek Trailhead
Madison, Madison County, Alabama
TTL Proposal Number: 230500680.01(Revised)**

Dear Ms. Dunson:

TTL, Inc. (TTL), is pleased to provide this proposal for professional services for the above-referenced project to the City of Madison (City). We have prepared this proposal to outline our understanding of the project, our proposed scope-of-services, our proposed schedule, fee, and to establish a contractual agreement for the authorized services.

PROJECT INFORMATION

Project information was provided by Michelle Dunson and Michael Johnson, with the City of Madison through various email correspondence and in-person meetings. TTL understands that the City is proposing to install sidewalks on the north and south sides of Mill Road, east of County Line Road. TTL was retained by City in March 2023 to evaluate the feasibility and probable costs of four potential sidewalk options as illustrated in Figure 1 (below). Our preliminary designs and opinion of probable costs for the four options were presented to the City in July 2023.



FIGURE 1 – MILL ROAD SIDEWALK OPTIONS

We understand the City is planning to construct Sidewalk #2 and Sidewalk #3 as described below and illustrated in Figure 1.

Sidewalk #2 – South Side of Mill Road Between Withers Junction and New Midblock Crossing

This proposed sidewalk will extend east from Withers Junction to a new midblock crossing and crosswalk, approximately 323 feet east of Withers Junction. The sidewalk will connect to the existing sidewalk in front of 104 Bailey Station.

Sidewalk #3 – North Side of Mill Road New Midblock Crossing and Bradford Creek Greenway Trailhead

This proposed sidewalk will have two sections. The first section will connect to the existing sidewalk in front of 101 Fox Hollow Drive and extend approximately 109 feet south and west to the new midblock crossing and crosswalk. The second section will connect to the existing sidewalk in front of 100 Fox Hollow Court and extend south and east to connect with the existing sidewalk/walkway at the Bradford Creek Greenway Trailhead.

The following sections present our proposed scope of services to develop the final project design and preparation of the required construction documents.

SCOPE OF SERVICES

Design Services

TTL will collect additional topographic information necessary to tie the new sidewalks into the existing sidewalks on Fox Hollow Drive. The survey will be performed using the Alabama State Plane Coordinate System, AL East. Our land survey services will adhere to the Minimum Standard Detail Requirement listed in the Alabama Standards of Practice for Land Surveying.

TTL will prepare preliminary design, final design, and construction plans based on the conceptual design for Sidewalk #2 and #3 previously submitted. We will prepare preliminary (60% and 90%) submittals for your review prior to preparation of the final (100%) construction plans. Proposed plans will include the following:

- Site Demolition Plan: This includes showing the existing features within the project area to be removed, retained, and/or relocated.
- Site Grading Plan: This includes development of horizontal and vertical alignments and grading/drainage plans associated with the proposed sidewalks. Proposed contours will be shown at 1-foot intervals.
- Striping and Signing Plan: This will include a detailed layout of required striping and signage for the new midblock crossing on Mill Road.
- Site Utility Design: This includes incorporation data from our vacuum excavating utility locating services (described on the following page) and coordination with City of Madison and utility representatives to show any required utilities and/or utility relocations including water, sewer, gas, etc.
- Erosion Control Plan: This includes a basic Best Management Practices Plan (BMPP) for the Contractor to minimize erosion during construction.
- Construction Details.
- Opinion of probable construction costs for each preliminary submittal and a final estimate of anticipated construction cost with the 100% submittal.

ALDOT Standard Specifications for Highway Construction will be used.

Deliverables include digital copies (PDF) and up to five (5) full-size (22” x 34”) hard copies of the final design and construction drawings. Deliverables also include a digital (PDF) copy of the final engineering cost estimate.

VACUUM EXCAVATION UTILITY LOCATING SERVICES

TTL will subcontract with a specialty vacuum excavating/daylighting company to confirm the location of underground utilities at approximately 13 locations where the proposed sidewalk construction may be in conflict with existing underground utilities. TTL will coordinate identifying the areas to be excavated with the subcontractor. Once the underground utility is located and exposed, TTL will survey the location and depth for inclusion with the design plans and construction documents.

EXCLUSIONS

Please note this proposal does not include any of the following services. If these services are required at a later point in the project, a proposal for these services can be provided:

- Geotechnical exploration or design¹
- Environmental studies
- Detailed traffic studies
- Lighting/Photometric, landscape, or irrigation design.

¹ Based on our preliminary work on the project, we anticipate that the required retaining walls will be less than 3 feet in height and therefore a detailed geotechnical exploration will not be required.

Services not specifically listed as a part of this scope of services can be performed on an hourly basis or under a separate proposal and contract as requested.

SCHEDULE

Based on our understanding of the project, we can begin fieldwork upon issuance of a formal authorization to proceed. We anticipate our design services can be completed within about eight weeks following completion of the field survey.

COMPENSATION

We propose to perform the Scope of Services outlined in this proposal for the following lump sum fees:

Design Services and Construction Documents	\$28,500
Vacuum Excavation (Including Survey, Traffic Control, and Restoration)	\$ 7,800
TOTAL	\$36,300

Should field or other conditions beyond TTL’s control result in actual costs potentially exceeding the proposed fee, such overages will not be incurred by TTL without prior approval by the City of Madison. The scope of services outlined in this proposal is limited to the activities as described herein.

AUTHORIZATION

If this proposal for professional services meets with your approval, please authorize and return a signed copy of the attached Professional Services Agreement (PSA).

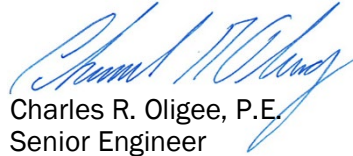
CLOSING

TTL appreciates the opportunity to provide professional services on this important project. If you have questions or need additional information, please contact our office at your convenience.

Sincerely,
TTL, Inc.



Eric Bridwell
Senior Designer



Charles R. Olgee, P.E.
Senior Engineer

Attachment: TTL Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

TTL PROJECT NO.: 00230500680.01 (Revised) PROJECT NAME: Mill Road Sidewalk- Withers Jct. to Bradford Creek Tr.

This Agreement made and entered into on June 17, 2024 by and between TTL, Inc., hereinafter called "Consultant" and City of Madison, Alabama hereinafter called "Client" is for the services described under this Agreement.

By checking this box, Consultant and Client indicate that this Agreement will also serve as a Master Services Agreement (MSA) between the two entities. The term for the MSA shall commence upon the full execution of this Agreement and expire on _____.

1. **SCOPE OF SERVICES:** Consultant's services are described in the Scope of Services (Services) section of the Proposal, which is attached to and made a part of this Agreement. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **ACCEPTANCE:** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and both parties agree that this Agreement takes precedence over any additional or conflicting terms provided in other documents. This Agreement shall not be assigned by either party without prior written consent of the other party.
3. **CHANGE ORDERS:** Client may request changes to the Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Similarly, if project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee. Following Client's review and concurrence with the change order request, Client shall provide written acceptance.
4. **COMPENSATION:** Client shall compensate Consultant for the Services performed at the fees stated in the Proposal. Fee schedules provided shall be valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.
For some projects and, prior to provision of services, the Consultant may require the Client to make an initial retainer payment. As it pertains to this Agreement, Client is requested to deposit a retainer of \$N/A with the Consultant. The retainer amount shall be credited upon completion of the services on the final invoice.
5. **THIRD PARTY RELIANCE:** This Agreement and the Services provided are for Consultant's and Client's sole benefit and exclusive use with no third-party beneficiaries made or intended. Reliance upon Consultant's work product Services is limited to Client. Permission to rely on Consultant's work product is not granted to third parties. **For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be issued strictly for informational purposes only and not for reliance. Reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.** Client also acknowledges that such third-party disclosures for reliance could create a conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest against Consultant, Consultant's employees or sub-consultants or subcontractors regarding any disclosure to a third party for informational or reliance purposes. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
6. **LIMITATION OF LIABILITY:** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, TORT, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.



PROFESSIONAL SERVICES AGREEMENT

- 7. INDEMNIFICATION:** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project. Indemnification shall include but not be limited to failure to adequately implement and maintain effective best management practices for erosion and sediment control by Client, contractors, subcontractors, or others whether or not Consultant provides services related to such activities.
- 8. STANDARD OF CARE (WARRANTY):** The standard of care for all professional engineering, surveying, testing and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing with the same education and experience, under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished. Subject to the foregoing standard of care, the Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to manufacturers, suppliers, and publishers of technical standards.
- 9. INSURANCE:** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 11. OPINIONS OF COST:** Consultant's opinions (if any) of probable construction costs are made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant's opinion of probable construction costs is not and shall not be considered a guaranteed estimate or exact price for construction of the Project. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 12. SUBSURFACE EXPLORATION:** Subsurface conditions throughout the site may vary from those depicted on logs of discrete exploratory borings, test pits, or other subsurface exploratory services. Client understands Consultant's layout of exploratory boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.
- 13. TESTING AND OBSERVATIONS:** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to failure to request or schedule services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and Consultant explicitly is not responsible for their means and methods.
- 14. SAMPLE DISPOSITION:** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall



PROFESSIONAL SERVICES AGREEMENT

Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's sub-consultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

- 15. UNFORESEEN CIRCUMSTANCES:** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (a.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (b.) Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (c.) Terminate the services effective on the date specified by Consultant in writing; (d.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.
- 16. UTILITIES:** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.
- 17. GROUND PENETRATING RADAR:** If TTL's Services include providing ground penetrating radar (GPR) services to Client, Client acknowledges and agrees that there are inherent limitations associated with use of the GPR equipment. In using GPR data, Client will be solely responsible for making any determinations to drill, excavate, or perform any other destructive processes and Client will indemnify and hold TTL harmless from liability associated with such determinations. Client further acknowledges that (a) unless otherwise indicated in the accompanying TTL proposal, any maps or drawings provided in connection with the Services are not survey quality; (b) TTL only reports GPR-retrieved data and, unless specifically stated as additional Services under the associated proposal, TTL does not include any investigation, analysis, or interpretation of soil composition, soil conditions, or geophysical, geological, engineering, or land surveying information; and (c) TTL makes no warranty or representation that use of the GPR equipment will locate all subsurface structures/obstacles.
- 18. SITE ACCESS AND SAFETY:** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary for Consultant to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.
- 19. OWNERSHIP OF DOCUMENTS:** All documents, including plans, drawings, specifications, reports, logs, data, calculations, and surveys prepared by the Consultant are instruments of service and shall remain the property of the Consultant. Such documents may not be used by CLIENT for any other endeavor without express written consent from TTL. Any unauthorized re-use is at Client's or the recipients' sole and exclusive risk and is without liability to TTL. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. If Consultant's work product includes delivery of a design model or survey data file via electronic media, Consultant makes no warranty or representation to Client that the electronic copy is accurate or complete and Client shall be required to sign a separate Electronic Document Release Form evidencing this understanding. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
- 20. WAIVER:** Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- 21. DISPUTE RESOLUTION:** In the unlikely event a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. Client shall not be entitled to assert a claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, surveyor, or geologist licensed in the jurisdiction in which the work in question was performed indicating that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of a third-party mediator shall be shared equally by the parties with proceedings to be held in Tuscaloosa, Alabama. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.
- 22. GOVERNING LAW:** Client and Consultant agree this Agreement and any legal actions related to its validity, interpretation and performance shall be governed by and according to laws of the state of Alabama.



PROFESSIONAL SERVICES AGREEMENT

- 23. SURVIVAL:** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.
- 24. TERMINATION:** This Agreement may be terminated at any time by either party by written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated by either party, regardless of reason, Client shall pay TTL compensation for work satisfactorily completed up to date of termination for said work and for reasonable termination expenses incurred as the result of termination. This Agreement shall remain in effect until completion of proposed scope of services unless terminated as provided herein, or extended by mutual agreement in writing.
- 25. SEVERABILITY:** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed to be omitted and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

ENTITY NAME: _____

CONTACT NAME: _____

TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

OFFICE PHONE: _____

CELL PHONE: _____

EMAIL: _____

SIGNED: _____

DATE: _____

CONSULTANT

ENTITY NAME: TTL, Inc.

CONTACT NAME: Charles R. Olige

TITLE: Senior Engineer

ADDRESS: 6767 Old Madison Pike, #404

CITY, STATE, ZIP: Huntsville, AL 35806

OFFICE PHONE: 256-384-6768

CELL PHONE: 256-682-5544

EMAIL: charles.olige@ttlusa.com

SIGNED: _____

DATE: _____

RESOLUTION NO. 2024-192-R

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH AMIRI ENGINEERING CORPORATION FOR SUBSURFACE EXPLORATION AND SUBSURFACE REPORT FOR TOYOTA FIELD

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Amiri Engineering Corporation for professional subsurface exploration and engineering study of the location for a proposed outfield building for Toyota Field, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the 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 duly-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 Amari Engineering Corporation in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of June 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 24th day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and AMIRI ENGINEERING CORP., located at 2609 Artie Street SW, Huntsville, Alabama 35807 hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison seeks professional geotechnical engineering services in order to obtain a subsurface exploration and engineering study of a proposed location for a outfield building at Toyota Field; and

WHEREAS, the best interests of the City and its residents will be served by retaining an experienced provider of such services; and

WHEREAS, Consultant is an experienced and unique provider of the services required and is capable of providing the same in a professional, timely manner; and

WHEREAS, the City desires to avail itself of Consultant's unique abilities and services, and Consultant desires to provide same to City;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Professional engineering services for a geotechnical engineering study and subsurface exploration for the location of a proposed outfield building at Toyota Field, said study to be prepared according to the Consultant’s proposal dated June 10, 2024 (“Attachment A”), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, 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 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.

- C. Consultant shall thoroughly, timely, and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- D. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement. Following completion of the services, Consultant shall restore the site to its original condition.
- E. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- F. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **twelve thousand eight hundred dollars (\$12,800.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses, unless they are approved additional services pursuant to Section 2.E.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant, and City shall be perpetually vested with full usage rights of the same.

- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith, or gross negligence on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

To the extent allowed by law, City agrees to hold harmless and indemnify Consultant from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith or gross negligence on the part of City or its individual employees, officials, agents and representatives in the course of receiving services from Consultant pursuant to the instant Agreement.

SECTION 4: COMMENCEMENT; TERM

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 latter signature shall be the date the Agreement comes into effect. This Agreement shall expire upon the City's acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein.

SECTION 5: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party. In the event of termination, Consultant shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Consultant as of the date of termination.

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees of Consultant are not nor shall be deemed to be employees of City and that employees of City are not nor shall

they be deemed to be employees of Consultant.

SECTION 7: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of such suspension of performance of duties hereunder.

SECTION 8: ASSIGNMENT

Neither Consultant nor City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

SECTION 9: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Director of Parks and Recreation
8324 Madison Pike
Madison, Alabama 35758*

*With a copy to:
City Attorney
100 Hughes Road
Madison, Alabama 35758*

All notices to Consultant shall be addressed to:

*Nasser Amari, P.E.
Senior Geotechnical Engineer
Amiri Engineering Corp.
P.O. Box 10303
2609 Artie Street SW
Huntsville, AL 35807*

SECTION 11: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**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 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, 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 _____,
2024.

Notary Public

**Amiri Engineering Corp.
Consultant**

By: _____
Nasser Amiri, P.E.

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Nasser Amiri, whose name as _____ for Amiri Engineering Corp. 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 officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

AMIRI ENGINEERING CORP.

2609 Artie Street SW • P.O. Box 1303 • Huntsville, AL 35807
www.amiriengineering.com
(256) 536-9992

June 10, 2024

Mr. Gerald Smith, Facilities Director
The City of Madison
100 Hughes Road
Madison, Alabama 35758

Subject: Proposal to Provide Subsurface Exploration and
Geotechnical Report
Proposed Outfield Building; Toyota Field, Madison, Alabama
AMIRI Proposal No. P244598

Dear Mr. Smith:

Thank you for this opportunity to submit the following proposal for subsurface Exploration and Geotechnical Engineering Services for the subject project. In this proposal we have outlined the following:

- Our understanding of the project.
- Work scope.
- Budget based on the work scope.
- Schedule for work completion.

1.0 PROJECT AND SITE DESCRIPTION

Based on the information prepared by Structural Design Group and furnished to us by Mr. Gerald Smith, we understand that the proposed structure will be situated to the east of the existing Toyota Field, and will be designed as a four-story outfield building that will be constructed in two (2) phases. During the initial phase, a single-story structure will be constructed behind the dugout of the Toyota Field. Based on the furnished information, we understand that the maximum column loads for the proposed structure are anticipated to be about 375 kips. We also understand that a parking lot will be constructed to the east of the proposed structure.

We also understand that the proposed structure will be constructed below the existing grade, where the proposed Roof Elevation of the initial phase (one-story building) will be at about the existing ground surface.

The site of the proposed construction is partially a fenced-in area that is covered with concrete pavement and is partially covered with gravel.

2.0 SCOPE

The following are the Scope of the Subsurface Exploration and Geotechnical Engineering Services for the subject project:

1. This proposal is based on the assumption of drilling a total of eight (8) Soil Test Borings, in the areas shown on the attached plans. Five (5) of the borings, which will be drilled within the proposed building footprint will be extended to 35 feet beneath the existing ground surface, or to Auger Refusal levels, whichever is reached first. The other three (3) borings which will be drilled within the proposed pavement areas will be extended to 10 feet beneath the existing ground surface.
2. Standard Penetration Test borings, as required, within the building footprint extending to an average depth of 35 feet beneath the existing ground surface. We will record existing grade elevations at all boring locations.
3. If rock is encountered, representative holes will be cored to determine the character of the rock and the degree of bedrock weathering within the building footprint.
4. We will record groundwater, if encountered, in each of the borings after 24 hours.
5. Classifications of all soil samples and water content on all cohesive samples.
6. Liquid limits, plastic limits, and grain size tests on representative soil samples.
7. Site Class will be provided in accordance with the 2018 International Building Code and Table 20.3-1 in Chapter 20 of ASCE Standard 7-16. Provide a cost breakdown for shear wave velocity testing for determination of the Site Class.
8. Recommendations as to the suitability of on-site materials for use as structural fill, site grading, or general backfill.
9. Site preparation recommendations assuming the finished floor elevation will be approximately at the existing grade elevation.
10. Evaluation of overall stability of cut, fill, and natural slopes, if applicable.
11. We will conduct a general reconnaissance of the existing building(s) to assess the general performance of existing foundations. And will Identify problems associated with settlement (such as cracks in slabs-on-grade, cracks in exterior and interior walls, door sticking, etc.) or other types of distress. We will interview maintenance staff. We also will discuss the impact of the proposed construction on the existing foundation system.

12. We will provide recommendations for foundation design with an evaluation of viable alternatives. We also will provide the necessary soil parameters for the design of foundations subjected to vertical and lateral loads.
13. We will recommend design criteria for lateral earth pressure coefficients (active, passive, and at rest).
14. We will provide recommendations for slab-on-grade and granular subbase.
15. We will provide recommendations for pavement design.
16. We will have a Private Utility Locator to check the location of the borings for the presence of any underground utility lines before initiation of drilling operations.

3.0 BUDGET

Based on the scope of work described above, our costs for performing the subsurface exploration, laboratory testing, and preparing a Geotechnical Report will be \$12800.

If problem subsurface conditions are encountered that would necessitate further exploration, we will notify you. The budget will not be exceeded without prior approval.

4.0 SCHEDULE

Based on our current schedule, we lay out the borings within two (2) days after authorization to proceed. First, an underground utility line locator will be hired to check the boring locations for the presence of any underground utility lines. That may take about one week. We will begin drilling within two days after the underground utilities are cleared. Field and laboratory work will be accomplished within two (2) weeks and the report preparation within one week. Thus, we anticipate that a final written report will be available within 4-5 weeks after authorization to proceed. The weather may extend the fieldwork if rainy days occur before or during the fieldwork.

5.0 CLOSING

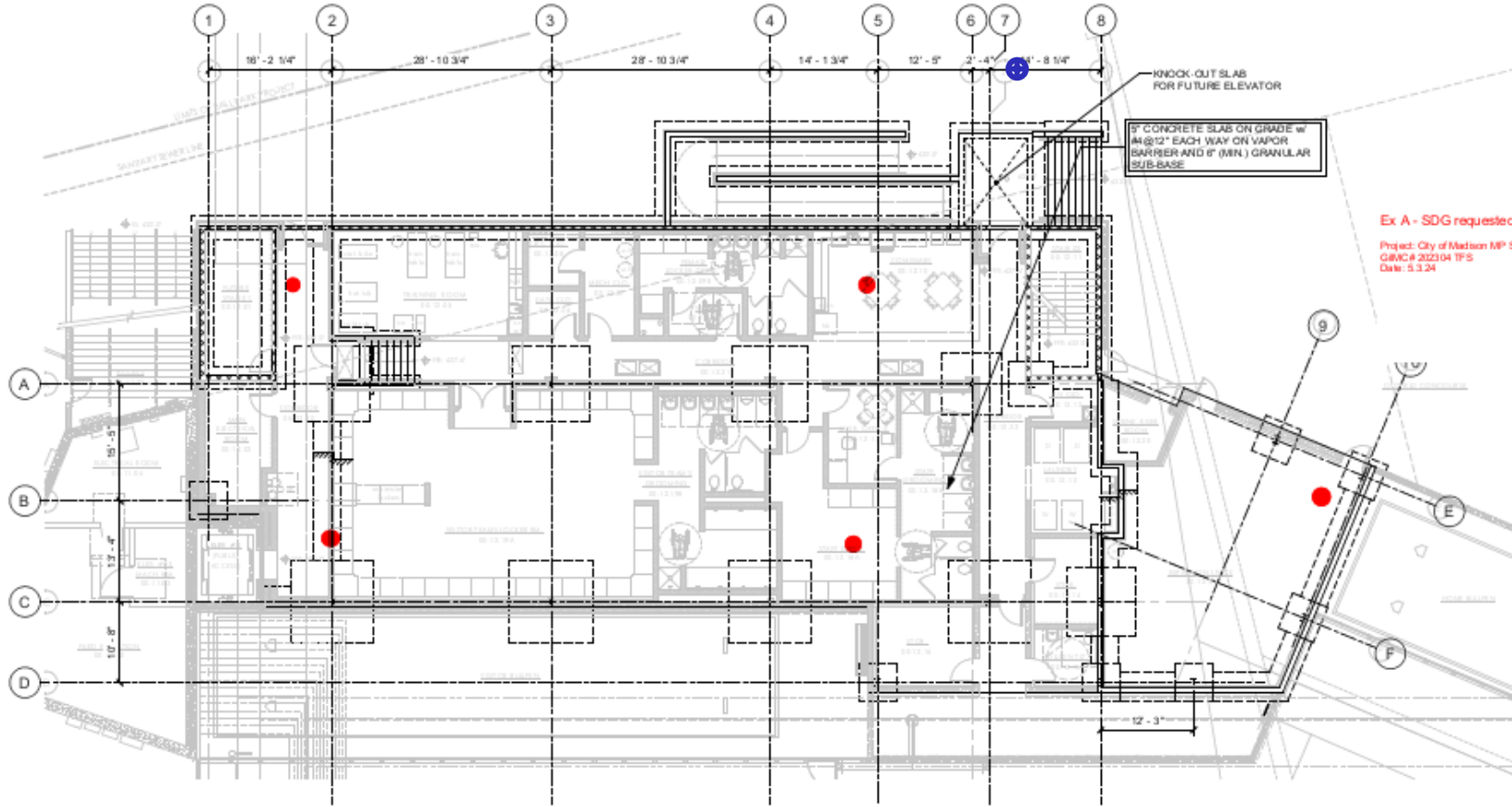
We appreciate the opportunity to provide this proposal and look forward to beginning the upcoming work. If you have any questions regarding the information contained herein, please do not hesitate to contact our office.

Sincerely,

AMIRI ENGINEERING CORP.



Nasser Amiri, MSE, P.E.
Senior Geotechnical Engineer



Ex A - SDG requested boring locat
 Project: City of Madison MP Stadium - Outfield
 G/W/C # 202304 TFS
 Date: 5.3.24

1 FIELD LEVEL FOUNDATION PLAN - BASE PROJECT
 1/8" = 1'-0"

LEGEND

● PROPOSED SOIL TEST BORING

AMIRI ENGINEERING 2609 Artie Street SW Huntsville, Alabama 35805 www.amiriengineering.com	PROPOSED BORING PLAN			PROPOSED TOYOTA FIELD OUTFIELD BUILDING MADISON, ALABAMA
	PROJECT NO.	SCALE	DATE	
	244598	NTS	6/10//24	Plan 1 of 2



Project: City of Madison MP Stadium - Outfield Building
 GilMC# 202304 TFS
 Date: 5.3.24



LEGEND

● PROPOSED SOIL TEST BORING

AMIRI ENGINEERING
 2609 Artie Street SW
 Huntsville, Alabama 35805
 www.amiriengineering.com

PROPOSED BORING PLAN

PROJECT NO.	SCALE	DATE
244598	NTS	6/10//24

**PROPOSED TOYOTA FIELD
 OUTFIELD BUILDING
 MADISON, ALABAMA**

Plan 2 of 2



3235 Roberson Road
Florence, AL 35630

256-381-1995 Voice
256-381-1998 Fax

www.sutherlandsound.com

AL/MS/TN/LA/AR General Contractor
License #46335

City of Madison Municipal Complex City Council Chambers - Four Additional Wireless Microphones

Madison, AL

3/29/2024

Contact: Chris White, chris.white@madisonal.gov, 256.541.3485

Item	Quantity	Description	Unit Price	Total
Wireless Microphones & Antenna Splitter				
A1	4	Shure SLXD24/SM58 Digital Wireless Handheld Microphone System with SM58 Dynamic Cardioid Capsule, Handheld Transmitter, Digital Predictive Diversity Receiver, 1760 Auto-Scan Frequencies, 1/10mW RF Power, LCD Screen, Ethernet for Group Scans, Interchangeable Mic Capsule Design.	\$668.00	\$2,672.00
A2	1	Shure UA844SWB Wideband UHF Four-Way Active Antenna Splitter and Power Distribution System for SLX and ULX. 120V External Power Supply. Includes Power and Antenna Cables, 470-952 MHz.	\$580.00	\$580.00
A3	2	RG8U 50ohm RF Patch Cables, 6'	\$36.00	\$72.00
			Total:	\$3,324.00
Side Rack (Existing Rack Full)				
B1	1	Middle Atlantic BRK10 Laminate Rack (10U)	\$222.00	\$222.00
			Total:	\$222.00
DSP Audio Processor				
C1	1	TesiraFORTÉ AVB AI Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, and 128 x 128 channels of AVB	\$2,634.00	\$2,634.00
			Total:	\$2,634.00
System Design, Installation, Programming, and Training				
D1	1	Design and Installation , all audio components, configuration as required.	\$1,375.00	\$1,375.00
D2	1	Programming of control system and processor. as required.	\$575.00	\$575.00
D3	1	Training of staff regarding control system operation and configuration.	\$0.00	\$0.00
			Total:	\$1,950.00
Tax Exempt			Grand Total:	\$8,130.00



3235 Roberson Road
Florence, AL 35630

256-381-1995 Voice
256-381-1998 Fax

www.sutherlandsound.com

AL/TN/MS/LA/MO
General Contractor License #46335

City of Madison Municipal Complex Video Production Upgrades v2

Madison, AL

12/8/2023

Contact: Garrett Gillott, garrett.gillott@madisonal.gov, 256.772.5676

Item	Quantity	Description	Unit Price	Total
Full HD Video Mixer & Matrix Router				
A1	1	Blackmagic Design ATEM 2 M/E Constellation HD Live Production Switcher , Supports 3G/HD-SDI at 10-Bit, 20 x 3G-SDI Inputs, 12 x 3G-SDI Outputs, Up to 16-Multiview Monitoring Windows, Webcam Output via USB-C, Frame Rate/Format Converter per Input, 48-Channel Audio Mixer 8 x Upstream, 2 x Downstream Keyer, Chroma/Luma Keyers, Color/Pattern Generators, Hardware or Software Mac/Windows Control	\$1,625.00	\$1,625.00
A2	1	Blackmagic Design Videohub 20x20 12G Zero-Latency Video Router , Zero-Latency Routing Switcher, 20 x 12G-SDI Inputs/20 x 12G-SDI Outputs, Supports Up to DCI 4K60 Video, Combines SD, HD, UHD 4K & DCI 4K Video, Push-Button, Knob & Ethernet Control, 2.2" Front Panel LCD Status Display, SDI Reclocking, Compact 1 RU Size, Includes Videohub Mac/Windows Software	\$2,325.00	\$2,325.00
			Total:	\$3,950.00
Solid State Media Player (for 24/7 Stream)				
B1	1	Theatrixx xPressCue 4K Media Player , Dedicated hardware for seamless 4K playback. Unique "Instant Copy" button solves last minute panic situations. Supports nearly all common video, picture and audio formats. All solid state, no moving parts. Professional, locking connectors. Rugged 1U rackmount enclosure. Built-in power supply. Battle-proven embedded Linux operating system.	\$4,996.00	\$4,996.00
			Total:	\$4,996.00
Video Monitoring				
C1	1	Sony 43" Commercial Grade LCD Display , 43" 4K Monitor, 3-year commercial grade warranty when installed by authorized Sony integrator.	\$606.00	\$606.00
C2	1	Strong Carbon Series Large Dual-Arm Articulating Wall Mount	\$176.00	\$176.00
			Total:	\$606.00
Dedicated Streaming Encoders				
D1	2	Extron SMP 111 Single Channel H.264 Streaming Media Processor , Process live, high resolution HDMI video and audio with metadata, Record and stream simultaneously, High quality scaling with aspect ratio control, size, and position, Supports RTMP push streaming with stream name or key, and user authentication for services like YouTube Live, Wowza, Twitch, IBM Cloud, and more. RTMPS support for Facebook Live.	\$2,910.00	\$5,820.00
			Total:	\$5,820.00

Video System Control and Automation				
E1	1	Extron TLP Pro 1525MG 15" Wall Mount TouchLink Pro Touchpanel, 15" capacitive touchscreen with 1366x768 resolution and 16 million colors, Ultra-fast quad-core processor for quick page loads, Full-motion video preview and monitoring with HDMI and XTP inputs, Works with any Extron control processor and HC 400 Series system, PoE+ compatible	\$1,450.00	\$1,450.00
E2	1	Extron RM 3 Rack Mount Kit for TLP Pro 1520MG	\$252.00	\$252.00
E3	1	Extron IPCP Pro 350 xi IPCP Pro xi Control Processor , 1 GB of RAM and 8 GB of Flash, Supports TouchLink Pro touchpanels, eBUS® button panels, Network Button Panels, and IPL EXP expansion interfaces, Supports secure industry standard communications protocols.	\$1,706.00	\$1,706.00
E4	1	Biamp NMS-NG26GPX-AVB AVB-enabled Netgear 26-port 1G switch, 24-ports w/ PoE+, 480W	\$4,480.00	\$4,480.00
Total:			\$7,888.00	\$7,888.00

Video Conversion & Audio Injection				
F1	2	Blackmagic Design Teranex Mini HDMI to SDI 12G Converter , Advanced High-Data Rate Signal Converter, Supports Up to 4K DCI 4096x2160p Signals, Two Independent 12G-SDI Outputs, XLR Connections Switchable to AES/EBU. <i>For local PC inputs</i>	\$535.00	\$1,070.00
F2	2	Blackmagic Design Teranex Mini SDI to HDMI 12G Converter , Advanced High-Data Rate Signal Converter, Supports Up to 4K DCI 4096x2160p Signals, 12G-SDI Input and Loopout, XLR Connections Switchable to AES/EBU. <i>Conversion for streaming encoders</i>	\$535.00	\$1,070.00
F3	2	Blackmagic Design Teranex Mini Audio to SDI 12G Converter , Advanced High-Data Rate Embedder, Embed Audio into up to 4K SDI Signals, Embed via XLR, AES/EBU, RCA, or S/PDIF, 12G-SDI Input and Output, Supports up to Full 4K DCI 4096x2160p, XLR Connections Switchable to AES/EBU.	\$535.00	\$1,070.00
F4	4	Blackmagic Design Teranex Mini Smart Panel	\$88.00	\$352.00
F5	2	Blackmagic Design Teranex Mini Rack Shelf	\$112.00	\$224.00
Total:			\$3,786.00	\$3,786.00

Equipment Racks & Power Distribution/UPS				
G1	1	Middle Atlantic BGR-19SA27MDK-A3 Rolling Presentation Rack with Top, 19RU, 27", Comes complete with a skirted wheelbase, leveling feet, curved plexi front door, cable entry rear door and front and rear rackrail.	\$2,048.00	\$2,048.00
G2	1	Middle Atlantic FAN2-DC 4-1/2 DC Fan Kit	\$96.00	\$96.00
G3	1	Existing UPS System	Existing	Existing
G4	2	Vertical Power Distribution	\$140.00	\$280.00
Total:			\$2,424.00	\$2,424.00

System Design, Installation, Programming, and Training				
H1	1	Design and Installation , all audio/video components, configuration as required.	\$6,450.00	\$6,450.00
H2	1	Hardware and Cabling , as required, <i>with full enterprise network remote control and monitoring via PC and/or iPad. Pull new SDI lines to camera and projectors. Rewire existing video distribution system.</i>	\$925.00	\$925.00
H3	1	Programming of control system. as required.	\$825.00	\$825.00
H4	1	Training of staff regarding control system operation and configuration.	\$0.00	\$0.00
Total:			\$8,200.00	\$8,200.00

All pricing good 30 days, tax not included

Grand Total: \$37,670.00

Related work not included in proposal:

All 120VAC power conductors and conduits associated with power circuits to all equipment locations shall be furnished and installation coordinated by the client.

Sole Source Memorandum

The City of Madison, Alabama ("the City") desires to acquire the following product: Council Chambers Video Production Upgrades.

The specific, unique features of this product are as follows: This is an add-on to work already completed by Sutherland Sight and Sound in 2016 (base installation and programming of audio system), 2020 (additional DSP processing, wireless mics and programming) and 2023 (video projection and camera system upgrades & programming). Due to the nature of these interconnected AV systems, and the control system programming that runs all of the systems, Sutherland's is the only qualified vendor with knowledge of how to add on to the existing system programming. Another vendor would have to start from scratch, rebuilding and reprogramming previously completed work, costing much more additional time for programming and labor.

The reasons why these unique features are required is as follows: Due to the history and familiarity of the AV systems that Sutherland's installed, they are in the best position to provide these upgrades for the city.

The undersigned certifies that the City has conducted a reasonably comprehensive search and has been unable to identify any other product in existence that contains these unique features.

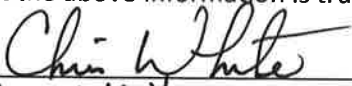
The following efforts have been undertaken to conduct the referenced search: Sutherland Sight is the exclusive vendor for the AV system in the Council Chambers.

The undersigned certifies that it has evaluated the following possible alternative products, but that they have not meet the City's needs, for the following reasons: An alternative solution would cost the city more rather than having Sutherland Sight to do these upgrades.

and described, such that no other product can accomplish the City's goals. The reasons why are as follows: Sutherland Sight is the Vendor that designed, setup, and programmed the current AV solution being used in the Council Chamber.

The undersigned certifies that he/she has not solely or primarily relied upon the statements of the product's vendor or salesperson in completing the above information or arriving at the above conclusions.

I certify that the above information is true and correct to the best of my knowledge.

Signature: 
Name: Chris White
Date: 6/20/24

ORDINANCE NO. 2024-163

**AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT
LOCATED WITHIN 102 KELVINGROVE DRIVE**

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 **Chelsea and Jacob McKinney**, requesting the vacation of a portion of a utility & drainage easement located within 102 Kelvingrove Drive, Lot 20 of Phase III of West Highlands Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

ALL THAT PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 2 WEST, OF THE HUNTSVILLE MERIDIAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT THAT IS SOUTH 89 DEGREES 36 MINUTES 26 SECONDS WEST 15.00 FEET AND SOUTH 00 DEGREES 20 MINUTES 20 SECONDS EAST 10.00 FEET FROM THE NORTHEAST CORNER OF LOT 20, OF WEST HIGHLANDS PHASE THREE SUBDIVISION, RECORDED IN PLAT BOOK 36 PAGE 5, IN THE OFFICE OF JUDGE OF PROBATE, MADISON COUNTY, ALABAMA

THENCE FROM THE TRUE POINT OF BEGINNING SOUTH 00 DEGREES 20 MINUTES 20 SECONDS EAST 136.78 FEET TO A POINT;

THENCE NORTH 61 DEGREES 54 MINUTES 38 SECONDS WEST 11.37 FEET TO A POINT;

THENCE NORTH 00 DEGREES 20 MINUTES 20 SECONDS 131.36 FEET TO A POINT;

THENCE NORTH 89 DEGREES 36 MINUTES 26 SECONDS EAST 10.00 FEET TO THE POINT OF BEGINNING.

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 & drainage easement in favor of **Chelsea and Jacob McKinney**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

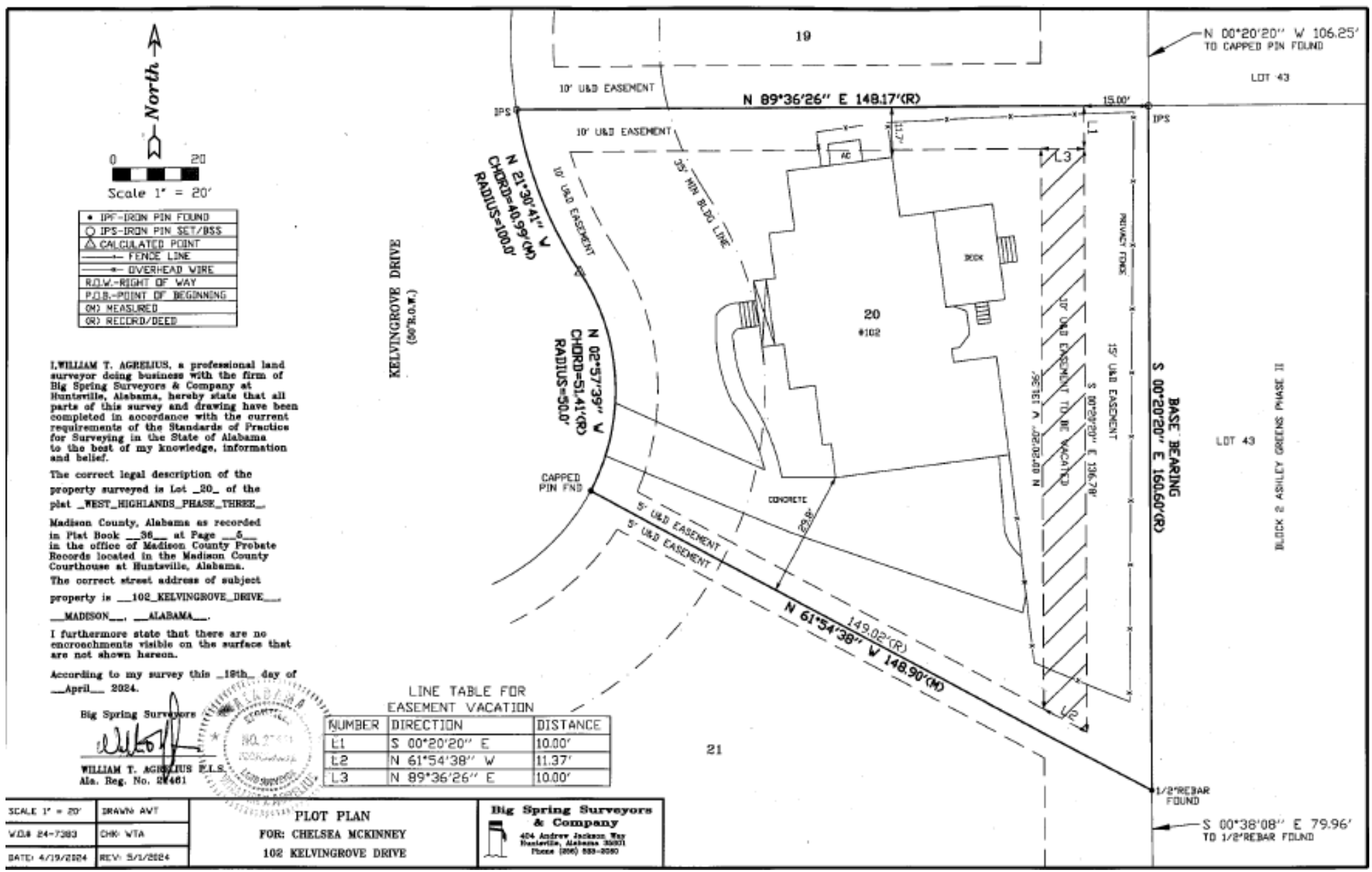
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama



0 20
Scale 1" = 20'

•	IPF-IRON PIN FOUND
○	IPS-IRON PIN SET/BSS
△	CALCULATED POINT
---	FENCE LINE
---	DIVERHEAD WIRE
---	R.O.W.-RIGHT OF WAY
---	P.O.B.-POINT OF BEGINNING
(M)	MEASURED
(R)	RECORD/DEED

I, WILLIAM T. AGHELIUS, a professional land surveyor doing business with the firm of Big Spring Surveyors & Company at Huntsville, Alabama, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

The correct legal description of the property surveyed is Lot 20, of the plot WEST_HIGHLANDS_PHASE_THREE, Madison County, Alabama as recorded in Plat Book 36, at Page 5, in the office of Madison County Probate Records located in the Madison County Courthouse at Huntsville, Alabama. The correct street address of subject property is 102 KELVINGROVE DRIVE, MADISON, ALABAMA.

I furthermore state that there are no encroachments visible on the surface that are not shown hereon.

According to my survey this 18th day of April, 2024.

Big Spring Surveyors

William T. Aghelius

WILLIAM T. AGHELIUS P.L.S.
Ala. Reg. No. 21461



LINE TABLE FOR EASEMENT VACATION

NUMBER	DIRECTION	DISTANCE
L1	S 00°20'20" E	10.00'
L2	N 61°54'38" W	11.37'
L3	N 89°36'26" E	10.00'

SCALE 1" = 20'	DRAWN AVT
V.D.# 24-7283	CHK WTA
DATE: 4/19/2024	REV: 5/1/2024

PLOT PLAN
FOR: CHELSEA MCKINNEY
102 KELVINGROVE DRIVE

Big Spring Surveyors & Company
404 Andrew Jackson Way
Huntsville, Alabama 35891
Phone (256) 899-0290

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

STATE OF ALABAMA	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<i>No title search requested and none prepared.</i>

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 & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Chelsea McKinney and Jacob McKinney**, (hereinafter referred to as “Grantees”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

ALL THAT PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 2 WEST, OF THE HUNTSVILLE MERIDIAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT THAT IS SOUTH 89 DEGREES 36 MINUTES 26 SECONDS WEST 15.00 FEET AND SOUTH 00 DEGREES 20 MINUTES 20 SECONDS EAST 10.00 FEET FROM THE NORTHEAST CORNER OF LOT 20, OF WEST HIGHLANDS PHASE THREE SUBDIVISION, RECORDED IN PLAT BOOK 36 PAGE 5, IN THE OFFICE OF JUDGE OF PROBATE, MADISON COUNTY, ALABAMA

THENCE FROM THE TRUE POINT OF BEGINNING SOUTH 00 DEGREES 20 MINUTES 20 SECONDS EAST 136.78 FEET TO A POINT;

THENCE NORTH 61 DEGREES 54 MINUTES 38 SECONDS WEST 11.37 FEET TO A POINT;

THENCE NORTH 00 DEGREES 20 MINUTES 20 SECONDS 131.36 FEET TO A POINT;

THENCE NORTH 89 DEGREES 36 MINUTES 26 SECONDS EAST 10.00 FEET TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD to said Grantees, their 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 June, 2024.

*Quitclaim Deed
102 Kelvingrove Drive, U&D VOE
Page 1 of 2*

City of Madison, Alabama,
a municipal corporation

Attest:

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

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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 June 2024.

Notary Public

ORDINANCE NO. 2024-171

**AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT
LOCATED WITHIN TRACTS A1 AND A2 OF PUTMAN'S INDUSTRIAL PARK SECOND
ADDITION PHASE II**

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 **Amerco Real Estate Company**, requesting the vacation of utility & drainage easement located within Tracts A1 and A2 of Putman's Industrial Park Second Addition Phase II Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

BEING A VACATION OF A PORTION OF TWO (2) FIVE FOOT UTILITY AND DRAINAGE EASEMENTS AS SHOWN ON THE PLAT OF RESUB OF TRACT A OF PUTMAN'S INDUSTRIAL PARK SECOND ADDITION PHASE II A PART OF SEC 10 T4S R2W MADISON (MADISON COUNTY) ALABAMA AND RECORDED OCTOBER 22, 2004, AS DOCUMENT NUMBER 20041022000452510, OFFICE OF PROBATE JUDGE OF MADISON COUNTY, ALABAMA; VACATION AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT A1 AS SHOWN ON SAID PLAT;

THENCE ALONG THE NORTH LINE OF TRACT A1 SOUTH 87 DEGREES 34 MINUTES 01 SECOND EAST, A DISTANCE OF 15.06 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED VACATION AREA;

THENCE DEPARTING SAID NORTH LINE NORTH 01 DEGREE 13 MINUTES 32 SECONDS EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 87 DEGREES 33 MINUTES 49 SECONDS EAST, A DISTANCE OF 376.40 FEET;

THENCE SOUTH 22 DEGREES 48 MINUTES 55 SECONDS WEST, A DISTANCE OF 3.52 FEET;

THENCE SOUTH 01 DEGREE 14 MINUTES 23 SECONDS WEST, A DISTANCE OF 6.70 FEET;

THENCE NORTH 87 DEGREES 33 MINUTES 49 SECONDS WEST, A DISTANCE OF 375.10 FEET;

THENCE NORTH 01 DEGREE 13 MINUTES 32 SECONDS EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,753 SQUARE FEET, MORE OR LESS. SUBJECT TO ALL RIGHTS-OF-WAY OF RECORD.

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.

Ordinance No. 2024-171

Vacation of Easement – Tracts A1 & A2 Putman's Industrial Park Second Addition, Phase II

Page 1 of 2

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 & drainage easement in favor of **Amerco Real Estate Company**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama

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

STATE OF ALABAMA	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<i>No title search requested and none prepared.</i>

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 & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Amerco Real Estate Company**, (hereinafter referred to as “Grantees”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA
 COUNTY OF MADISON

EASEMENT TO BE VACATED

BEING A VACATION OF A PORTION OF TWO (2) FIVE FOOT UTILITY AND DRAINAGE EASEMENTS AS SHWON ON THE PLAT OF RESUB OF TRACT A OF PUTMAN’S INDUSTRIAL PARK SECOND ADDITION PHASE II A PART OF SEC 10 T4S R2W MADISON (MADISON COUNTY) ALABAMA AND RECORDED OCTOBER 22, 2004, AS DOCUMENT NUMBER 20041022000452510, OFFICE OF PROBATE JUDGE OF MADISON COUNTY, ALABAMA; VACATION AREA BEING MORE PARITCULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT A1 AS SHOWN ON SAID PLAT;

THENCE ALONG THE NORTH LINE OF TRACT A1 SOUTH 87 DEGREES 34 MINUTES 01 SECOND EAST, A DISTANCE OF 15.06 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED VACATION AREA;

THENCE DEPARTING SAID NORTH LINE NORTH 01 DEGREE 13 MINUTES 32 SECONDS EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 87 DEGREES 33 MINUTES 49 SECONDS EAST, A DISTANCE OF 376.40 FEET;

THENCE SOUTH 22 DEGREES 48 MINUTES 55 SECONDS WEST, A DISTANCE OF 3.52 FEET;

THENCE SOUTH 01 DEGREE 14 MINUTES 23 SECONDS WEST, A DISTANCE FO 6.70 FEET;

*Quitclaim Deed
 Putman’s Industrial Park Second Addition, Phase II, U&D VOE
 Page 1 of 2*

THENCE NORTH 87 DEGREES 33 MINUTES 49 SECONDS WEST, A DISTANCE OF 375.10 FEET;

THENCE NORTH 01 DEGREE 13 MINUTES 32 SECONDS EAST, A DISTANCE FO 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,753 SQUARE FEET, MORE OR LESS. SUBJECT TO ALL RIGHTS-OF-WAY OF RECORD.

TO HAVE AND TO HOLD to said Grantees, their 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 June, 2024.

City of Madison, Alabama,
a municipal corporation

Attest:

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

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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 June 2024.

Notary Public

ORDINANCE NO. 2024-188

**AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT
LOCATED WITHIN LOT 86 OF BELLAWOODS PHASE 2 SUBDIVISION**

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 a portion of a utility & drainage easement located within Lot 86 of Phase 2 of Bellawoods Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

PART OF A PUBLIC UTILITY AND DRAINAGE EASMEENT ON LOT 86 OF THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK K PAGE 214-216 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THIS LAND IS LOCATED IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 86 OF SAID FINAL PLAT OF BELLAWOODS – PHASE 2, THENCE SOUTH 47 DEGREES 35 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 6.64 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 83 DEGREES 30 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 18.81 FEET TO A POINT; THENCE, SOUTH 60 DEGREES 51 MINUTES 22 SECONDS EAST FOR A DISTANCE FO 2.09 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 20 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 80.81 FEET TO A POINT; THENCE NORTH 86 DEGREES 35 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 19.02 FEET TO A POINT; THENCE NORTH 01 DEGREES 17 MINUTES 56 SECONDS EAST A DISTANCE FO 78.52 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.04 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 & 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 July 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

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

STATE OF ALABAMA	§	QUITCLAIM DEED
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF LIMESTONE	§	<i>No title search requested and none prepared.</i>

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 & 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 & drainage easement situated in Madison, Limestone County, Alabama, to-wit:

STATE OF ALABAMA
 COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

PART OF A PUBLIC UTILITY AND DRAINAGE EASMEENT ON LOT 86 OF THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK K PAGE 214-216 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THIS LAND IS LOCATED IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 86 OF SAID FINAL PLAT OF BELLAWOODS – PHASE 2, THENCE SOUTH 47 DEGREES 35 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 6.64 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 83 DEGREES 30 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 18.81 FEET TO A POINT; THENCE, SOUTH 60 DEGREES 51 MINUTES 22 SECONDS EAST FOR A DISTANCE FO 2.09 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 20 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 80.81 FEET TO A POINT; THENCE NORTH 86 DEGREES 35 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 19.02

*Quitclaim Deed
 Lot 86, Bellawoods Phase 2, U&D VOE
 Page 1 of 2*

FEET TO A POINT; THENCE NORTH 01 DEGREES 17 MINUTES 56 SECONDS EAST A DISTANCE FO 78.52 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.04 ACRES MORE OR LESS.

TO HAVE AND TO HOLD to said Grantees, their 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 July, 2024.

City of Madison, Alabama,
a municipal corporation

Attest:

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

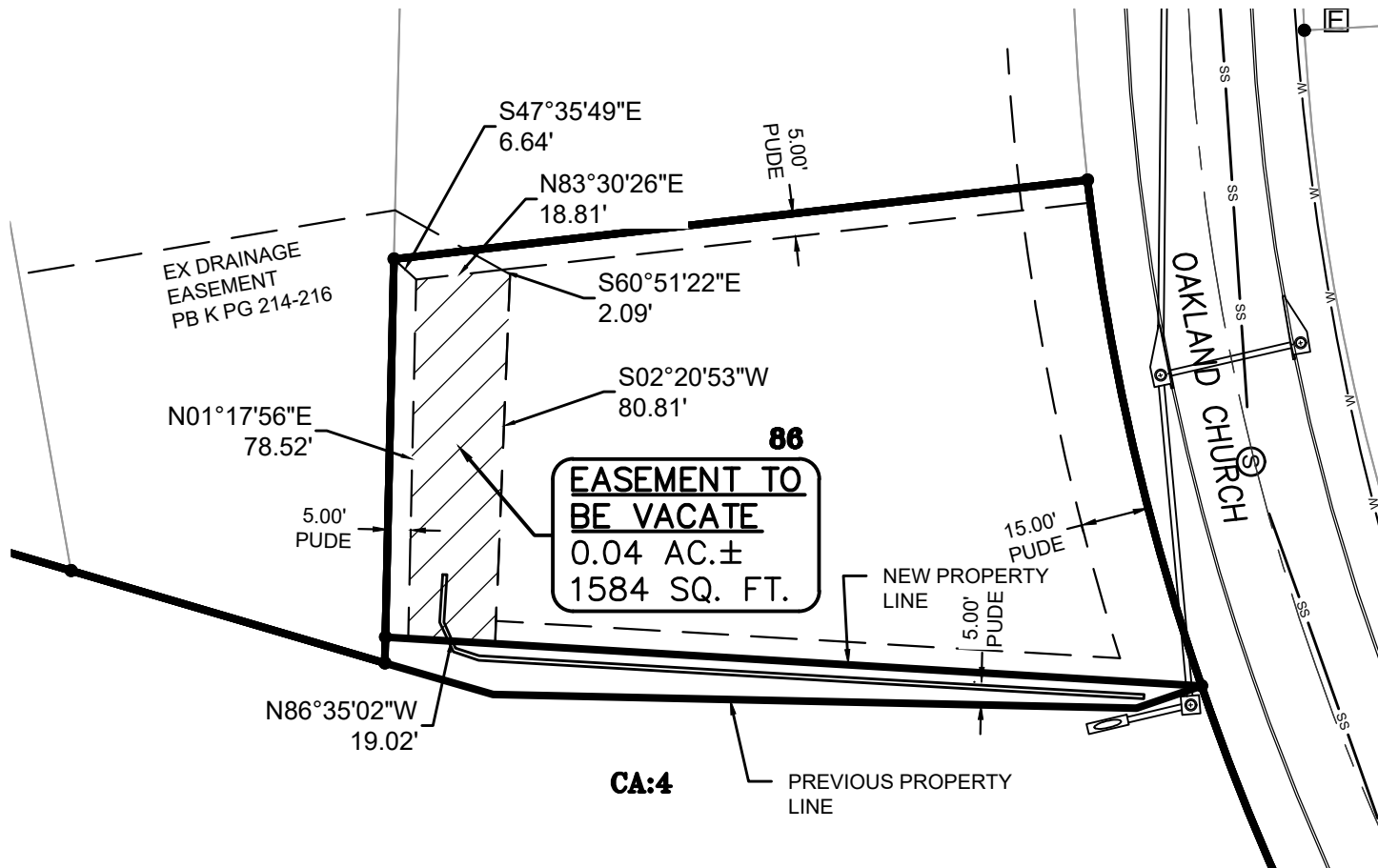
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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 July 2024.

Notary Public



SUBJECT PROPERTY DESCRIPTION

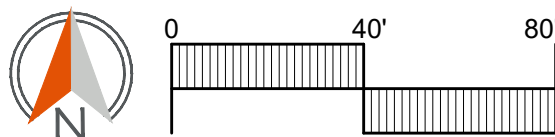
STATE OF ALABAMA
LIMESTONE COUNTY

PART OF A PUBLIC UTILITY AND DRAINAGE EASEMENT ON LOT 86 OF THE FINAL PLAT OF BELLAWOODS - PHASE 2 AS RECORDED IN PLAT BOOK K PAGE 214-216 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THIS LAND IS LOCATED IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 86 OF SAID FINAL PLAT OF BELLAWOODS - PHASE 2, THENCE SOUTH 47 DEGREES 35 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 6.64 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 83 DEGREES 30 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 18.81 FEET TO A POINT; THENCE, SOUTH 60 DEGREES 51 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 2.09 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 20 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 80.81 FEET TO A POINT; THENCE, NORTH 86 DEGREES 35 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 19.02 FEET TO A POINT; THENCE NORTH 01 DEGREES 17 MINUTES 56 SECONDS EAST A DISTANCE OF 78.52 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.04 ACRES MORE OR LESS.



DRAWN BY: ANB	EASEMENT VACATION	
FIELD CREW: N/A	BELLAWOODS PH2 - LOT 86	
FIELD DATE: N/A	CITY OF MADISON, LIMESTONE COUNTY, ALABAMA	
OFFICE DATE: 05.30.24	SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST	
CHECKED BY: ASM		
SHEET: 1 OF 1		
JOB NO: S19.006		

RESOLUTION NO. 2024-186-R

**A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT
WITH ALABAMA LAW ENFORCEMENT AGENCY AND ALABAMA
GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is hereby authorized to execute and submit a Memorandum of Agreement with the Alabama Law Enforcement Agency and the Alabama Gulf Coast High Intensity Drug Trafficking Area, in accordance with the terms and conditions of the document attached hereto and identified as "FEDERAL GRANT NO. G24GC0006A, ALEA GRANT REPT. CT. NO: 2HM3" such execution to be done in the name of and on behalf of the City, and that the City Clerk-Treasurer is directed and authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of June 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama

FEDERAL GRANT NO. G24GC0006A
ALEA GRANT REPT. CT. NO: 2HM3

MEMORANDUM OF AGREEMENT
BETWEEN THE
ALABAMA LAW ENFORCEMENT AGENCY
AND THE
GULF COAST HIGH INTENSITY
DRUG TRAFFICKING AREA
AND THE
MADISON POLICE DEPARTMENT

This Agreement between the Alabama Law Enforcement Agency (ALEA), Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the **MADISON POLICE DEPARTMENT** (LEO) shall begin on 04/29/2024 and shall not extend beyond 12/31/25 unless the period is extended by written modification to this Agreement.

WHEREAS, ALEA has been designated as the fiscal agent for the State of Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through ALEA.

NOW THEREFORE, ALEA, HIDTA and LEO hereby agree to the disbursement of HIDTA funds (see Appendix A) to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).

2. LEO agrees to abide by and be bound by the attached approved budget (Appendix A) for purchases including future reprogramming requests as approved by ALEA and Gulf Coast

HIDTA. All reprogramming requests shall be submitted via e-mail to the Alabama Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the ALEA financial office through the HIDTA Alabama State Director of Operations at the following email address by the 10th of the following month:

**Don DeSalvo (Desalvod@GCHIDTA.ORG)
Alabama HIDTA Operations Center
1100 Fairhope Avenue, Second Floor
Fairhope, Alabama 36532**

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Gulf Coast HIDTA Alabama State Director no later than the 15th day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items (Acceptance of Audit Requirements and Certification Regarding Lobbying) and return to ALEA/GULF COAST HIDTA along with the signed agreement.

5. The parties agree and understand that ALEA is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.

6. ALEA agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into ALEA special revenue funds.

7. LEO agrees to reimburse ALEA for any purchase paid by ALEA which is later disallowed after audit or financial review.

8. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative

dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

9. Resource Recipient affirms that they are not currently debarred or suspended from receiving federal grant funds pursuant to 2 CFR 200.213. Resource recipient further acknowledges that they have an affirmative duty to notify ALEA of being suspended or debarred from receiving federal grant money. See 2 CFR 180.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.

Paul Finley, Mayor
City of Madison, Alabama

Don DeSalvo
Alabama Director of Operations
Gulf Coast HIDTA

Legal Counsel
Alabama Law Enforcement Agency

Hal Taylor
Secretary
Alabama Law Enforcement Agency

Appendix A of MOA

2024 Madison Police Department Expenditure Plan*

North Alabama Drug Task Force

\$20,707 (overtime)

\$300 (travel)

\$21,007 (total)

*Expenditure Plan is for calendar year 2024 and may be comprised of unexpended balances from previous years Awards

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with CFR 200.501, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Grants Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning		Ending		
2. Audit will be submitted to ALEA Accounting Office by:					
				(Date)	

NOTE: The audit or written certification must be submitted to ALEA, *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire award period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with CFR 200.501.

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your award being delayed and/or cancelled.

Form Completed By Name:	Title:
----------------------------	--------

Signature:

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print) _____

TITLE: _____

(signature)

(date)

ORDINANCE NO. 2024-197**AN ORDINANCE TO SET A FEE SCHEDULE FOR USE OF PARKS AND RECREATIONAL FACILITIES**

WHEREAS, the City of Madison's Department of Receptions has various recreational and other park facilities that it has established rates and conditions for the use of such facilities; and

WHEREAS, the City of Madison has previously set a fee schedule for these rates by resolution; the most recent being Resolution No. 2002-50-R; and

WHEREAS, the City desires to repeal Resolution No. 2002-50-R in its entirety, because a fee schedule applied to all residents of the City and the public at large is more appropriately governed by an ordinance; and

WHEREAS, the City Council of the City of Madison, Alabama finds that a uniform policy of conditions and fees for the use of recreational and park facilities is in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, as follows:

Section 1: That Resolution No. 2002-50-R is repealed in its entirety and shall have no more application to the use of parks and recreational facilities.

Section 2: That the attached "Madison Park and Recreation Fee Schedule" is adopted by the City Council of the City of Madison, Alabama and shall now constitute the only fee schedule for the use of the City's parks and recreational facilities.

Section 2. That each section herein and each fee established by this ordinance is hereby declared to be an independent provision and that if any court of competent jurisdiction declares any word, clause, phrase, sentence, paragraph, or provision of this ordinance hereof to be void and invalid for any reason, such invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or provision hereof.

Section 3. That this ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this 8th day of July 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

MADISON PARK AND RECREATION

FEE SCHEDULE

Madison Community Center

Room 1 (Green Hallway) – 657 SF	Private	\$40/hour
	Nonprofit	\$32/hour
	Commercial	\$48/hour
Room 2 (Green Hallway) - 851 SF	Private	\$50/hour
	Nonprofit	\$40/hour
	Commercial	\$60/hour
Room 3 (Green Hallway) – 829 SF	Private	\$50/hour
	Nonprofit	\$40/hour
	Commercial	\$60/hour
Rooms 2 & 3 (Green Hallway) 1680 SF	Private	\$90/hour
	Nonprofit	\$72/hour
	Commercial	\$108/hour
Room 4 (Green Hallway) – 510 SF	Private	\$30/hour
	Nonprofit	\$24/hour
	Commercial	\$36/hour
Conference Room (Blue Hallway) – 321 SF	Private	\$20/hour
	Nonprofit	\$16/hour
	Commercial	\$24/hour

Dublin Park

1 Room (18x25)-425 SF All \$25/hour

2 Rooms(34x25) – 850 SF All \$40/hour

3 Rooms (56x25) – 1400 SF All \$50/hour

Indoor Pool Party Package \$150 Total

- 2 hours swimming (during open swim)
- 15 swimmers
- 1 room (3 hours)
- Lifeguards on duty

Outdoor Pool Party Package \$175 Total

- 2 hours swimming (private)
- 50 swimmers
- Lifeguards on duty

Dublin Gym \$50/hour ½ Court \$100/Court

Pickleball Courts \$40/day per Court

Tennis Courts \$40/day per Court

Kids Kingdom Pavilions \$50/Weekday ½ Day \$100/Full Day

- Playground will be open to public during rental time
 - Half Day – 8am-2pm or 2pm-8pm
- \$75/Weekend ½ Day \$125/Full Day

Soccer Fields \$25/hour \$35/hour w/lights

Memberships

	Regular	Senior
- Individual		
6 Month	\$100	\$50
12 Month	\$150	\$75

- Family (5 people)
 - 6 Month \$200 \$100
 - 12 Month \$300 \$150
 - o \$20 each additional member 6-month
 - o \$30 each additional member full year
- Pickleball Membership \$40 full Year
- Punch Card (10 visits) \$30
- Summer Individual** \$50
- Summer Family (4 People)** \$125

**Summer memberships are active from Memorial Day to Labor Day

Palmer Park

Baseball/Softball Field Rental \$25/game w/o lights
 \$35/game w/lights

Soccer Field Rental \$25/game w/o lights
 \$35/game w/lights

Pavilions \$50/Weekday ½ Day \$100/Full Day
 \$75/Weekend ½ Day \$125/Full Day

Town Madison Park

Pickleball Courts \$40/day per Court

Softball Field \$25/game w/o lights
 \$35/game w/lights

Outdoor Patio \$250/Day

Miscellaneous

Sunshine Oaks Pavilion	\$50/Weekday ½ Day	\$100/Full Day
	\$75/Weekend ½ Day	\$125/Full Day
Stoneridge Park Pavilion	\$50/Weekday ½ Day	\$100/Full Day
	\$75/Weekend ½ Day	\$125/Full Day
Home Place Park	\$125/Day	

RESOLUTION NO. 2024-203-R

**AUTHORIZING A TRANSPORTATION AGREEMENT
WITH MADISON STREET FESTIVAL, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an agreement with Madison Street Festival, Inc. for the use of MARS buses, said agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement for Bus Transportation," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the 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 duly adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at the regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of June 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama

AGREEMENT FOR BUS TRANSPORTATION

City of Madison Parks & Recreation Department | Madison Street Festival, Inc.

The City of Madison Parks & Recreation Department and the Madison Street Festival, INC. have agreed that Madison Street Festival, Inc. may use THREE (3) MARS buses for the Madison Street Festival to be held on Saturday, October 5, 2024.

COMPENSATION

Madison Street Festival, INC. agrees to pay the overtime wage of thirty dollars (\$30) per hour for each bus driver and will reimburse the City of Madison for the gas usage in the three vehicles.

SCHEDULE

The buses will start at 7:00AM on October 5. One will start at CrossPointe Church on Hughes Road and one at the City Stadium on Celtic Drive. Please see the attached bus routes for each location. The buses will run until the patrons have left the festival grounds, anytime between 4:30PM and 5:30PM. The Madison Street Festival, INC. Transportation Chair will let each of them know when they are released.

The Transportation Chair may have a meeting (place and time to be determined) with all the bus drivers the week prior to the festival to answer any questions and go over the routes for the day.

INVOICING

The City of Madison Parks & Recreation will send an invoice to Madison Street Festival, INC. no later than 30 days after the day of the festival. Please email to msftreasurer@gmail.com AND transportation.msf@gmail.com.

City of Madison, Alabama

Madison Street Festival, Inc.

Mayor Paul Finley Date

Representative Date

ATTEST

Email:

Phone: _____