Jennie Robinson, President
Bill Kling, Councilmember
David Little, Councilmember
Michelle Watkins, Councilmember
John Meredith, Councilmember

Tommy Battle, Mayor
John Hamilton, City Administrator
Trey Riley, City Attorney
Shaundrika Edwards, City Clerk

CITY COUNCIL CHAMBERS **5:30 PM** **Thursday, January 22, 2026**

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

1. INVOCATION

Offered by: Huntsville Alabama Public Safety Chaplains

2. PLEDGE OF ALLEGIANCE

Led by: Councilmember Bill Kling

3. APPROVAL OF THE AGENDA

4. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)

a. **2026-45** Minutes of the Regular Meeting of the City Council held on January 8, 2026. (Minutes Received)

5. MAYOR: SPECIAL RECOGNITIONS

a. **2026-46** Proclamation recognizing January 2026 as Child Trafficking Prevention Month.

Sponsors: Administration

b. **2026-47** Proclamation recognizing January 22, 2026, as Haddie Mac Wesson Day.

Sponsors: Administration

Attachments: Haddie Mac Wesson.pdf

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Special Recognitions

Resolutions for Approval and Presentation

a. **2026-48** Resolution recognizing Bud McLaughlin for his impressive career in journalism marked by his service across multiple news outlets in the City of Huntsville.
Resolution No. 26-40

Sponsors: Kling

Attachments: Bud McLaughlin Complete.pdf

Resolutions for Approval Only

7. ANNOUNCEMENTS AND PRESENTATIONS

a. **2026-49** Presentation of the Community Energy Resource Plan.

Sponsors: City Council

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

9. PUBLIC HEARINGS TO BE HELD

a. **2026-05** Public Hearing on authorizing the demolition of an unsafe building constituting a public nuisance located at 2805 Ninth Ave. SW, Huntsville, AL; and consideration of a Resolution pertaining to the same.
Resolution No. 26-41

Sponsors: Community Development

Attachments: 2805 Ninth Ave. SW PN Res 1-08-2026.pdf

b. **2026-50** Public hearing on the zoning of 4.91 acres of land lying on the east side of Hillcrest Avenue NW and north of US Hwy 72 W to Highway Business C-4 District; and the consideration of an Ordinance pertaining to the same. (Set on December 18, 2025, Regular Council Meeting)
Ordinance No. 25-1004

Sponsors: Planning

Attachments: Schreiner Zoning Complete

c. **2026-51** Public hearing on the zoning of 4.65 acres of land lying on the south side of Hwy 72 E and east of Shields Road to Highway Business C-4 District; and the consideration of an Ordinance pertaining to the same. (Set on December 18, 2025, Regular Council Meeting)
Ordinance No. 25-1006

Sponsors: Planning

Attachments: Hwy 72 E Zoning Complete

10. PUBLIC HEARINGS TO BE SET

11. AGENDA RELATED PUBLIC COMMENTS

This portion of the meeting is reserved for persons wishing to address the Council on matters relating to the specific content of items on the meeting agenda. You may sign up to speak on the Public Comments Roster prior to the meeting. When called, approach the microphone and state your name, home address and city of residence. Each speaker may address the Council for three minutes. Speakers shall refrain from entering into a dialogue with Council Members or City staff and from making comments regarding the good name and character of any individual.

12. MAYOR COMMENTS

13. COUNCILMEMBER COMMENTS

Councilmember David Little

Councilmember John Meredith

Councilmember Michelle Watkins

Councilmember Bill Kling

Councilmember Jennie Robinson

14. FINANCE COMMITTEE REPORT

a. **2026-52** Resolution authorizing expenditures for payment.
Resolution No. 26-42

Sponsors: Finance Committee

Attachments: Expenditures - Complete

b. **2026-53** Ordinance approving appropriations, goods, or services for District 1 Council Improvement Funds.
Ordinance No. 26-43

Sponsors: Finance

Attachments: District 1 Council Improvement_Complete.pdf

c. **2026-54** Resolution authorizing travel for Council Member Jennie Robinson to Washington D.C., April 19-21, 2026, for the Chamber of Commerce of Huntsville-Madison County 2026 Washington D.C. Trip.
Resolution No. 26-44

Sponsors: Robinson

Attachments: Jennie Robinson Travel Complete.pdf

d. 2026-55 Resolution authorizing travel for Council Member David Little to Washington D.C., April 18-21, 2026, for the Chamber of Commerce of Huntsville-Madison County 2026 Washington D.C. Trip.
Resolution No. 26-45

Sponsors: Little

Attachments: CM Little Travel DC 26(1).pdf

15. BOARD APPOINTMENTS TO BE VOTED ON

a. 2026-56 Resolution to reappoint Bradley Garland to the Huntsville Public Library Board to his current seat for a four (4) year term to expire February 3, 2030. (Nominated on January 8, 2026, Regular Council Meeting)
Resolution No. 26-13

Sponsors: Robinson

Attachments: Garland reappointment.pdf

16. BOARD APPOINTMENT NOMINATIONS

a. 2026-57 Nomination to appoint Sue Alexander to the Huntsville Beautification Board, Place 10, to fill a vacancy due to the resignation of Ethan Walker-Jones for the remainder of a three (3) year term to expire September 30, 2028.
Resolution No. 26-46

Sponsors: Kling

Attachments: Beautification appointment SA.pdf

17. HUNTSVILLE UTILITIES ITEMS

18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS

Vacation of Easements

Vacation of Rights-of-Way

Deeds of Acceptance

19. UNFINISHED BUSINESS ITEMS FOR ACTION

a. 2026-58 Ordinance to amend Ordinance No. 89-79, Classification and Salary Plan Ordinance. (Introduced on January 8, 2026, Regular Council Meeting)
Ordinance No. 26-36

Sponsors: Human Resources

Attachments: Complete TMP-6401.pdf

b. **2026-59** Ordinance granting a cable franchise to Knology of Huntsville, Inc., and authorizing the Mayor to enter into and execute a Cable Franchise Agreement between the City of Huntsville, Alabama, and Knology of Alabama, Inc. (Introduced on January 8, 2026, Regular Council Meeting)
Ordinance No. 26-37

Sponsors: Legal

Attachments: Knology Franchise Agreement Complete.pdf

c. **2026-60** Ordinance annexing 2.80 acres of land lying on the south side of Capshaw Rd. and east of Balch Rd. (Introduced on January 8, 2026, Regular Council Meeting)
Ordinance No. 26-38

Sponsors: Planning

Attachments: Balch Annexation Complete

d. **2026-61** Ordinance annexing 648.44 acres of land lying on the south side of I-565 and east and west of Swancott Rd. (Introduced on January 8, 2026, Regular Council Meeting)
Ordinance No. 26-39

Sponsors: Planning

Attachments: Swancott Annexation Complete

20. NEW BUSINESS ITEMS FOR CONSIDERATION OR ACTION

These items will be approved in one motion unless any member of the Council wishes to remove an item for discussion. The reading of each item will be waived unless a Councilmember requests otherwise.

a. **2026-62** Resolution authorizing travel expenses.
Resolution No. 26-47

Sponsors: Finance

Attachments: Travel_Resolution_Complete.pdf

b. **2026-63** Ordinance amending Budget Ordinance No. 25-744, by changing appropriate funding for various departments and funds.
Ordinance No. 26-48

Sponsors: Finance

Attachments: Budget_Amendment_Complete.pdf

c. **2026-64** Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.
Resolution No. 26-49

Sponsors: Finance

Attachments: Resolution_Procurement_Complete2.pdf

d. **2026-65** Resolution authorizing the Mayor to enter into a Contract Reassignment Agreement to transfer the Vehicle Insurance contract the City currently has with Fountain Parker Harbarger & Associates, LLC., to Higginbotham Insurance Agency, Inc.
Resolution No. 26-50

Sponsors: Finance

Attachments: Reassign Vehicle Insurance Contract Complete.pdf

e. **2026-66** Resolution authorizing the Mayor to execute Modification No. 1 to the Traffic Signals, LEDs, and Signal Hardware Contract awarded to Utilicom Supply Associates, LLC, pursuant to Resolution No. 25-963.
Resolution No. 26-51

Sponsors: Finance

Attachments: Utilicom - Modification No 1 - Complete.pdf

f. **2026-67** Resolution authorizing the Mayor to enter into a Contract with Fifth Asset, Inc., d/b/a DebtBook, for financial software.
Resolution No. 26-52

Sponsors: Finance

Attachments: DebtBook Complete.pdf

g. **2026-68** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Dunlap Contracting, Inc., for the Renovations to the Playhouse Theater at the Von Braun Center project.
Resolution No. 26-53

Sponsors: Finance

Attachments: VBC Resolution 2024 Complete 2.pdf

h. **2026-69** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and the Boys & Girls Clubs of North Alabama, Inc., for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.
Resolution No. 26-54

Sponsors: Community Development

Attachments: BGC PY25 CDBG Agreement Complete.pdf

i. **2026-70** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Christmas Charities Year Round, Inc., for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.
Resolution No. 26-55

Sponsors: Community Development

Attachments: CCYR PY25 CDBG Agreement Complete.pdf

j. **2026-71** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and the Community Free Dental Clinic, Inc., for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.
Resolution No. 26-56

Sponsors: Community Development

Attachments: Community Free Dental Clinic PY25 CDBG Agreement Complete

k. **2026-72** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and the Downtown Rescue Mission, Inc., for the use Program Year 2025 Community Development Block Grant (CDBG) funds.
Resolution No. 26-57

Sponsors: Community Development

Attachments: DRM PY25 CDBG Agreement Complete.pdf

l. **2026-73** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and ENABLE Madison County, Inc., for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.
Resolution No. 26-58

Sponsors: Community Development

Attachments: ENABLE PY25 CDBG Agreement Complete.pdf

m. **2026-74** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and First Stop, Inc., for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.
Resolution No. 26-59

Sponsors: Community Development

Attachments: First Stop PY25 CDBG Agreement Complete.pdf

n. **2026-75** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and HATCH HSV, Inc., for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.
Resolution No. 26-60

Sponsors: Community Development

Attachments: HATCH PY25 CDBG Agreement Complete.pdf

o. 2026-76 Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Heritage Home, Inc., d/b/a His Way Recovery Center, for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.
Resolution No. 26-61

Sponsors: Community Development

Attachments: His Way PY25 CDBG Agreement Complete.pdf

p. 2026-77 Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and New Futures, Inc., for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.
Resolution No. 26-62

Sponsors: Community Development

Attachments: New Futures PY25 CDBG Agreement Complete.pdf

q. 2026-78 Resolution authorizing the Mayor to enter into Agreement between the City of Huntsville, Alabama and Family Services Center, Inc., acting as a Community Housing Development Organization, for the use of Home Investment Partnerships Program (HOME) funds to construct affordable housing at Kildare Street (APN # 13810), Huntsville, Alabama 35811.
Resolution No. 26-63

Sponsors: Community Development

Attachments: Kildare Pin 13810 CHDO Construction Packet.pdf

r. 2026-79 Resolution authorizing the Mayor to enter into Agreement between the City of Huntsville, Alabama and Family Services Center, Inc., acting as a Community Housing Development Organization, for the use of Home Investment Partnerships Program (HOME) funds to construct affordable housing at Kildare Street (APN #590395), Huntsville, Alabama 35811.
Resolution No. 26-64

Sponsors: Community Development

Attachments: Kildare Pin 590395 CHDO Construction Packet.pdf

s. 2026-80 Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama and the low bidder, JS Building Company, Inc., for Cummings Research Park Monument Signs-REBID, Project No. 71-25-SP25.
Resolution No. 26-65

Sponsors: Engineering

Attachments: Cummings Research Park Monument Signs-REBID complete.pdf

t. **2026-81** Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama and apparent low bidder, Rogers Group, Inc., for Highway 72 East Intersection Improvements near Shields Road, Project No. 71-25-SP39.
Resolution No. 26-66

Sponsors: Engineering

Attachments: Rogers Group HWY 72 East.pdf

u. **2026-82** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Land Design Solutions, Inc., for Engineering Design Services for Clinton Avenue and Monroe Street Streetscape Improvements, Project No. 71-26-SP04.
Resolution No. 26-67

Sponsors: Engineering

Attachments: Clinton Ave & Monroe Street Streetscape Imp. complete.pdf

v. **2026-83** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Mullins, LLC, for Engineering Design Services for Dog Park and Parking Area on Cabela Drive, Project No. 71-26-SP05.
Resolution No. 26-68

Sponsors: Engineering

Attachments: Dog Park with parking lot on Cabela Drive complete.pdf

w. **2026-84** Resolution authorizing the Mayor to execute Change Order No. 3 and Final to the Contract between the City of Huntsville and Pearce Construction Company, Inc., for the construction services of the HPD Crime Scene Investigation Building and Warehouse.
Resolution No. 26-69

Sponsors: General Services

Attachments: COMPLETE-CO3Final-Pearce-HPDCSIBldg.pdf

x. **2026-85** Resolution authorizing the Mayor to execute Change Order No. 4 and Final to the Contract between the City of Huntsville and Chorba Contracting Corporation for the Construction Services of Martin Road Recreation Center.
Resolution No. 26-70

Sponsors: General Services

Attachments: COMPLETE-CO4Final-Chorba-MartinRdRecCtr.pdf

y. **2026-86** Resolution authorizing the Mayor to execute Change Order No. 1 to the Simple Helix Master Services Agreement #25-413 between the City of Huntsville and Simple Helix for adding and set up of cross connect fiber (165WPL) from MMR to The City of Huntsville Rack in SH165-600.
Resolution No. 26-71

Sponsors: ITS

Attachments: Simple Helix Change Order 1 Complete.pdf

z. **2026-87** Resolution authorizing the City Clerk to invoke SouthState Bank Letter of Credit No. 17003006376 for Oak Meadow Phase 1 Subdivision.
Resolution No. 26-72

Sponsors: Legal

Attachments: Oak Meadows LOC Complete.pdf

aa. **2026-88** Resolution authorizing the City Attorney to seek a forfeiture of the surety bond issued by Jet Insurance Company.
Resolution No. 26-73

Sponsors: Legal

Attachments: Jet Insurance Company (414) complete.pdf

ab. **2026-89** Resolution consenting to the Assignment or Transfer of Control of City cable franchisee Knology of Huntsville, Inc., from WideOpenWest, Inc., to Bandit MidCo, Inc.
Resolution No. 26-74

Sponsors: Legal

Attachments: WOW Transfer Res Complete.pdf

ac. **2026-90** Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and The Arts Council, Inc., d/b/a Arts Huntsville, for the event “Panoply Arts Festival”.
Resolution No. 26-75

Sponsors: Parks & Recreation

Attachments: Panoply 2026 FINAL.pdf

ad. **2026-91** Resolution authorizing the Mayor to sign a plat entitled “Delaney Subdivision”.
Resolution No. 26-76

Sponsors: Planning

Attachments: Delaney Subdivision Plat Complete.pdf

ae. **2026-92** Ordinance approving the adoption of new base map sheet 12-16 to be made part of the City of Huntsville, Alabama Official Zoning Maps.
Ordinance No. 26-77

Sponsors: Planning

Attachments: ZoningMap_COMPLETE Jan26.docx.pdf

af. **2026-93** Resolution authorizing the Mayor to provide support to the Von Braun Center for marketing and securing additional live music events and other entertainment events.
Resolution No. 26-78

Sponsors: Planning

Attachments: Funding Support to VBC for Live Events.pdf

ag. **2026-94** Resolution authorizing the Mayor to enter into a Memorandum of Understanding between Auburn University and the City of Huntsville, on behalf of the Huntsville Police Department K-9 Unit, to support detection canine science and technology innovation testing performed by Auburn University's Canine Performance Sciences Program.
Resolution No. 26-79

Sponsors: Police

Attachments: Auburn Univ HPD MOU Complete.pdf

ah. **2026-95** Resolution authorizing the Mayor to enter into a Memorandum of Understanding between Our Rescue and the City of Huntsville, on behalf of the Huntsville Police Department, for the donation of a specially trained Electronic Storage Detection canine animal that will help identify and rescue victims of sex trafficking and child sexual abuse.
Resolution No. 26-80

Sponsors: Police

Attachments: Our Rescue K-9 Complete.pdf

ai. **2026-96** Resolution authorizing the Mayor to enter into a Project Development Agreement among the City of Huntsville, The Industrial Development Board of the City of Huntsville, and Blue Origin Manufacturing, LLC, regarding the expansion of its research and manufacturing operations within the City.
Resolution No. 26-81

Sponsors: Urban Development

Attachments: Blue Origin Expansion IDB Dev Agr Complete.pdf

aj. 2026-97 Resolution authorizing the Mayor to enter into a Project Development Agreement among the City of Huntsville, The Industrial Development Board of the City of Huntsville, and SPX Enterprises, LLC, regarding a new manufacturing facility for operation by the Company and its affiliates within the City.
Resolution No. 26-82

Sponsors: Urban Development

Attachments: SPX IDB Dev Agr Complete.pdf

ak. 2026-98 Resolution authorizing the Mayor to enter into a Solar Lease Option Agreement among the City of Huntsville, Madison County, Alabama, and Eurus Solar Holdings, LLC.
Resolution No. 26-83

Sponsors: Urban Development

Attachments: Eurus Solar Agreement Complete.pdf

al. 2026-99 Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama and apparent low bidder, REV Construction, Inc., for Periodic Bid for Sanitary Sewer Projects-2026, Project No. 71-25-SP40.
Resolution No. 26-84

Sponsors: Water Pollution

Attachments: Periodic for Sanitary Sewer Projects-2026 complete.pdf

am. 2026-100 Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Gregory Spruell.
Resolution No. 26-85

Sponsors: Fire and Rescue

Attachments: Complete Gregory Spruell.pdf

an. 2026-101 Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Lisa Mason.
Resolution No. 26-86

Sponsors: Police

Attachments: Lisa Mason Complete.pdf

21. NEW BUSINESS ITEMS FOR INTRODUCTION

a. 2026-102 Introduction of an Ordinance naming the new Arboretum at John Hunt Park the "Joy McKee Arboretum".
Ordinance No. 26-87

Sponsors: Kling and Meredith

Attachments: Joy McKee Arboretum Complete.pdf

b. **2026-103** Introduction of an Ordinance amending Section 18 of Ordinance 04-315 of the Personnel Policies and Procedures Manual.
Ordinance No. 26-88

Sponsors: Human Resources

Attachments: Drug and Alcohol complete.pdf

c. **2026-104** Introduction of an Ordinance authorizing the Mayor to enter into an Agreement by and between Limestone County Commission and the City Council of the City of Huntsville for the acquisition of certain properties related to the Boeing Boulevard Extension Project.
Ordinance No. 26-89

Sponsors: Urban Development

Attachments: Boeing HSV Purch ord Complete.pdf

d. **2026-105** Introduction of an Ordinance authorizing the Mayor to enter into an Agreement by and between Limestone County Commission and the City Council of the City of Huntsville for the acquisition of certain properties related to the Swancott Road Improvements Project.
Ordinance No. 26-90

Sponsors: Urban Development

Attachments: Swancott Rd Purch ord 2 Complete.pdf

22. SECOND ROSTER PUBLIC COMMENTS

This portion of the meeting is reserved for persons wishing to address the Council on matters relating to the City business whether or not such items are on the meeting agenda. You may sign up to speak on the Second Public Comments Roster prior to or during the meeting. When called, approach the microphone and state your name, home address and city of residence. Each speaker may address the Council for three minutes. Speakers shall refrain from entering into a dialogue with Council Members or City staff and from making comments regarding the good name and character of any individual.

23. ADJOURNMENT

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305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-45

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-46

Department: Administration

Subject: **Type of Action:** Presentation

Proclamation recognizing January 2026, as Child Trafficking Prevention Month.

Choose an item.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-47

Department: Administration

Subject: **Type of Action:** Presentation

Proclamation recognizing January 22, 2026, as Haddie Mac Wesson Day.

Choose an item.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Proclamation

WHEREAS, the City of Huntsville proudly recognizes individuals whose talent, creativity, and dedication bring distinction to our community and inspire others through excellence in the arts, and **Haddie Mac Wesson (Haddie Mac)** is one of those people; and

WHEREAS, Haddie Mac is a Huntsville native, and at only 12 years of age, is already an accomplished actor, singer, and dancer; and

WHEREAS, Haddie Mac has most recently continued her career in the North American AEA Broadway Tour production of *The Sound of Music* , performing in the principal role of Brigitta von Trapp; and

WHEREAS, Haddie Mac's career had previously taken her to Asia, when she was cast as Marta von Trapp (and U/S Gretl von Trapp) in The Sound of Music International Tour Broadway Asia – 2023-24, performing across China; and

WHEREAS, Haddie Mac has performed in productions of *The Sound of Music* in three countries (China, Canada, and the United States) on two continents – more than 350 times!...(and counting); and

WHEREAS, Haddie Mac, through her young career and travels, has remained a proud native and resident of Huntsville, AL, with her proud parents, Dr. Taylor and Rachel Wesson, and with her proud grandparents, Jim and Monica Wesson (Cullman, AL), and Rem and Ginger MacNealy (Grant, AL), all being former residents of Huntsville, nearby; and

WHEREAS, beyond her professional achievements, Haddie Mac exemplifies creativity and passion in every aspect of her life, with music serving as a central force—whether writing songs and poetry, singing and listening privately, attending music festivals, or performing before thousands—her love for music is both personal and profound; and

WHEREAS, Haddie Mac's vibrant personality is further reflected in her love for family and friends, devotion to her pets, enthusiasm for rock collecting, thrill-seeking adventures such as roller-coaster riding, and her enjoyment of outdoor activities including wakeboarding and snow skiing; and

WHEREAS, through her talent, authenticity, and joyful pursuit of creative expression, Haddie Mac represents the spirit of innovation, artistic excellence, and individuality the City of Huntsville is proud to celebrate; and

WHEREAS, Haddie Mac will return home when her North American Broadway Tour production of *The Sound of Music* comes to the Von Braun Center in Huntsville, from January 27 through February 1, 2026, and will perform in all eight shows.

NOW, THEREFORE, I, Tommy Battle, Mayor of the City of Huntsville, Alabama, **do hereby proclaim January 22, 2026**, as

HADDIE MAC WESSON DAY

in the City of Huntsville, Alabama.

Dated this 22nd day of January, 2026.

Tommy Battle
Mayor

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-48

Department: City Council

Subject: **Type of Action:** Approval/Action

Resolution recognizing Bud McLaughlin for his impressive career in journalism, marked by his service across multiple news outlets in the City of Huntsville.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6482

Department: City Council

Subject: **Type of Action:** Approval/Action

Resolution recognizing Bud McLaughlin for his impressive career in journalism, marked by his service across multiple news outlets in the City of Huntsville.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

RESOLUTION 26-

WHEREAS, the City Council and Mayor of the City of Huntsville, Alabama, wish to recognize and honor Bud McLaughlin for his extensive and impactful career in journalism, marked by his service across multiple news outlets in the City of Huntsville and his enduring commitment to providing timely information to the community; and

WHEREAS, Bud is originally from the state of New Jersey, and later came to Alabama to attend Auburn University, where he earned a degree in journalism in 1978, laying the foundation for a lifetime of professional excellence in the field; and

WHEREAS, upon graduation, Bud returned to New Jersey and began his professional career as a sportswriter at his hometown newspaper from 1978 to 1979, before relocating to Huntsville, Alabama, where he accepted a position as Sports Editor with *Huntsville News*, serving in that role from 1979 to 1996; and

WHEREAS, from 1996 to 2012, Bud continued his journalistic service to the Huntsville community with *The Huntsville Times*, where he held key leadership roles including Night City Editor and Business Editor; and

WHEREAS, following those sixteen years with *The Huntsville Times*, Bud further contributed to the region by serving as Sports Information Director at Alabama A&M University from 2014 to 2017, where he helped elevate the university's athletic communications and strengthened connections between the institution and the broader community; and

WHEREAS, Bud then went on to serve as Editor of the *Huntsville Business Journal* from 2018 to 2021, an outlet dedicated to reporting on business and economic news across North Alabama, where he played a critical role in overseeing content and ensuring the publication consistently met the highest professional standards; and

WHEREAS, in 2022, Bud spent some time as a staff writer with the *Redstone Rocket*, a weekly newspaper, published in the interest of personnel at Redstone Arsenal that covers local events, community service initiatives, and military-related news; and

WHEREAS, from 2022 to 2025, Bud McLaughlin concluded his remarkable career as Editor of *256 Today* before retiring after more than four decades of dedicated service to Huntsville-area media, leaving behind a legacy of upstanding leadership and community-focused journalism; and

WHEREAS, beyond his impressive professional accomplishments, Bud is devoted to his family and is married to Marianne Higgins, is the proud father of three sons, Lance, Shane, and Bo, and is a joyful grandfather to six grandchildren; and

WHEREAS, Bud also has a lifelong love of sports, having played hockey at the University of Alabama in Huntsville and being a member of the 1982 national champion club

team. His current pastimes include playing baseball in the local Roy Hobbs 60-over league and going to concerts and sporting events; and

WHEREAS, as he enters retirement, Bud looks forward to spending more time doing the things he loves without deadlines while remaining a valued and respected member of the Huntsville community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council and Mayor of the City of Huntsville hereby recognize and commend Bud McLaughlin for his many years of outstanding service to our city through his esteemed and impactful career in journalism, and extend their sincere appreciation and best wishes for a long, happy, and well-deserved retirement.

ADOPTED this the ___ day of _____, 2026.

_____

President of the City Council of

the City of Huntsville, Alabama

APPROVED this the ___day of _____, 2026.

_____

Mayor of the City of Huntsville,

Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-49

Department: City Council

Subject:

Type of Action: Presentation

Presentation of the Community Energy Resource Plan

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-05

Department: Community Development

Subject: **Type of Action:** Approval/Action

Public Hearing on a Resolution authorizing the demolition of an unsafe building constituting a public nuisance located at 2805 Ninth Ave Sw, Huntsville, AL; and consideration of a Resolution pertaining to the same.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $0

Total Cost: $0

Special Circumstances:

Grant Funded: $0

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2805 Ninth Ave Sw, Huntsville, AL 35805
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
This resolution will authorize the demolition of an unsafe building constituting a public nuisance located at 2805 Ninth Ave Sw, Huntsville, AL.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6386

Department: Community Development

Subject: **Type of Action:** Approval/Action

Public Hearing on a Resolution authorizing the demolition of an unsafe building constituting a public nuisance located at 2805 Ninth Ave Sw, Huntsville, AL; and consideration of a Resolution pertaining to the same.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $0

Total Cost: $0

Special Circumstances:

Grant Funded: $0

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2805 Ninth Ave Sw, Huntsville, AL 35805
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
This resolution will authorize the demolition of an unsafe building constituting a public nuisance located at 2805 Ninth Ave Sw, Huntsville, AL.

RESOLUTION NO. 26 -

WHEREAS, Community Development for the City of Huntsville, Alabama, has inspected or caused to be inspected property situated at 2805 Ninth Ave Sw, Huntsville, AL, 35805, and has determined that the structure, any and all accessory structures, is unsafe; and

WHEREAS, Community Development for the City of Huntsville, Alabama, did on 11/20/2025, cause to be and issued to owners of record of the property, Notice to Demolish Structure, Official Notice No. CE-25-10330 a copy of which is attached hereto as Exhibit A, being substantially similar in words to that document identified as "Notice of Public Nuisance", a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville; and

WHEREAS, any structure located on said property has not been demolished as required by said notice, and no appeal having been taken therefrom as by law provided; and

WHEREAS, photographs showing the condition of the property are attached hereto as Exhibit B; and

WHEREAS, independent contractors have inspected the structure(s) and determined that the cost of repair and rehabilitation is not economically feasible and is of the opinion that the structure(s) should be demolished, and has given a written statement to that effect, a copy of which is attached hereto as Exhibit C; and

WHEREAS, in the judgment of the Department of Community Development of the City of Huntsville, Alabama, the structure(s) in question cannot be reasonably repaired, and that demolition of the structure, including any and all accessory structures, and contents therein, if any, is necessary to protect the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that upon the expiration of ten (10) days from today's date, the Department of Community Development, City of Huntsville, Alabama, is authorized to proceed, pursuant to § 11-40-30 et seq., Code of Alabama (1975), to demolish and remove the structure(s) and contents, if any, at 2805 Ninth Ave Sw, Huntsville, AL, 35805 more particularly described as follows to-wit: LOT 3 BLK 151 LOWE CORP ADD PB 1 PG 166, and to assess the reasonable costs for demolition and removal of debris against said property.

BE IT FURTHER RESOLVED, by the City Council of the City of Huntsville, Alabama, Community Development is hereby authorized to take all lawful and necessary actions to accomplish the foregoing.

RESOLUTION NO. 26- (Cont'd)

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor
of the City of Huntsville, Alabama

Department of Community Development
Code Enforcement Division

Scott Erwin, Manager, Community Development

305 Fountain Circle
PO Box 308
Huntsville, AL 35804
Phone (256) 427-5400

OFFICIAL NOTICE NO. CE-25-10330

ROGERS, ADAM
291 Skidmore Rd
DECATUR, AL 35603-6213

Re: 2805 NINTH AVE SW, Huntsville, AL, 35805

PPIN: 23210 PARCEL: 17-01-02-3-005-020.000
Legal Description: LOT 3 BLK 151 LOWE CORP ADD PB 1 PG 166

Date Inspected: 11/06/2025 Notice Issued: 11/20/2025 DEMOLISH BY: 12/22/2025

NOTICE TO DEMOLISH STRUCTURE
VIOLATIONS

In accordance with Sec. 11-40-30 et seq. Code of Alabama (1975) the Housing Official of the City of Huntsville , Alabama has determined that the structure located on the property described above is unsafe and constitutes a public nuisance due to the following conditions:

Exterior siding damaged: Front, right, left, rear
Exterior siding damaged by fire: Front, left
Porch ceiling damaged by fire: front
Porch ceiling has hole: front
Window(s) damaged by fire: Front, right, left, rear
Window pane broken: rear
Foundation access door missing: rear
Column has peeling, flaking, or chipped paint: front
Siding has peeling, flaking, or chipped paint: Front, rear
Interior wall(s) damaged by fire: throughout
Ceiling(s) damaged by fire: throughout
Floor(s) damaged by fire: throughout
Electrical system damaged by fire.
Electrical outlets damaged by fire: throughout
Electrical switches damaged by fire: throughout
Gas system damaged by fire.
Plumbing system damaged by fire.

Comply By: 12/22/2025

This structure must be demolished and removed prior to 12/22/2025

Demolition permits must be obtained from the City of Huntsville Inspection Department and work commenced and completed by the specified date.

Failure to comply with this notice by the specified date may result in the property being presented to the City Council as a public nuisance for demolition by the City of Huntsville. If the City of Huntsville demolishes the structure, all costs incurred will be assessed against the property and will be added to the tax bill of the property. Failure to pay the assessment will result in foreclosure and the property being sold.

REQUEST FOR HEARING: Any person, firm, or corporation having an interest in the building or structure may file a written request for a hearing to the City Council of the City of Huntsville, Alabama. The written request must be received by the City Council of the City of Huntsville prior to **December 11, 2025**. The written request must contain the objections to the finding by the Housing Official that the building or structure is unsafe to the extent of being a public nuisance. The request may be mailed or delivered to:

CITY COUNCIL OF THE CITY OF HUNTSVILLE
P.O. BOX 308
HUNTSVILLE, AL 35804

CITY COUNCIL OF THE CITY OF HUNTSVILLE
305 FOUNTAIN CIRCLE, 6TH FLOOR
HUNTSVILLE, AL 35801

Your cooperation will be appreciated. For questions related to this notice, please call James Smith, Housing Specialist at (256) 427-5400.

Tim Smith
256-427-6759

Cc: Adam Rogers
2805 NINTH AVE SW
Huntsville, AL 35805

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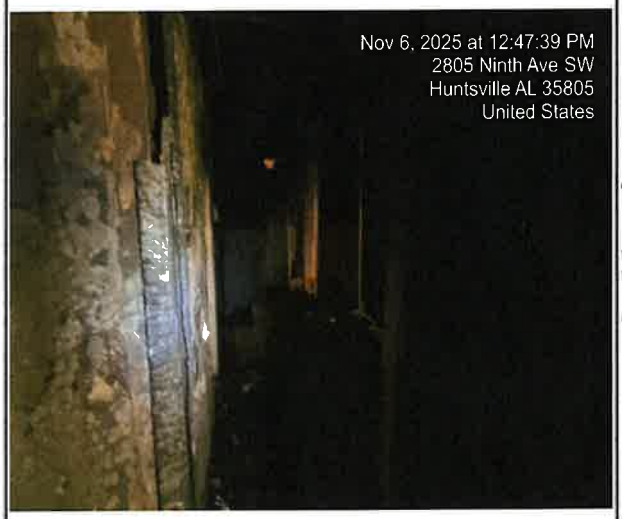
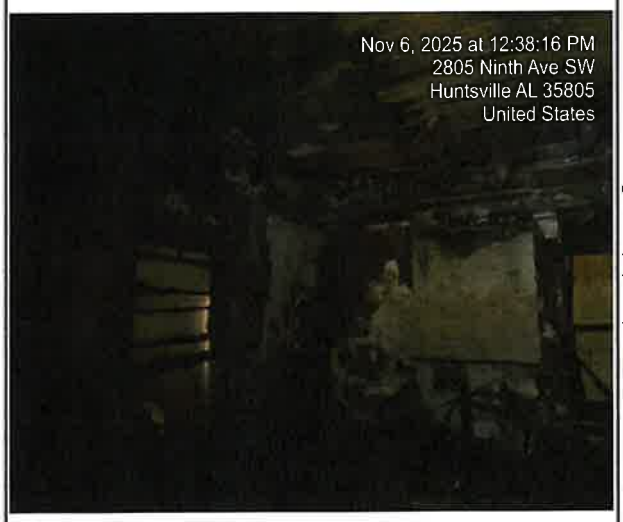
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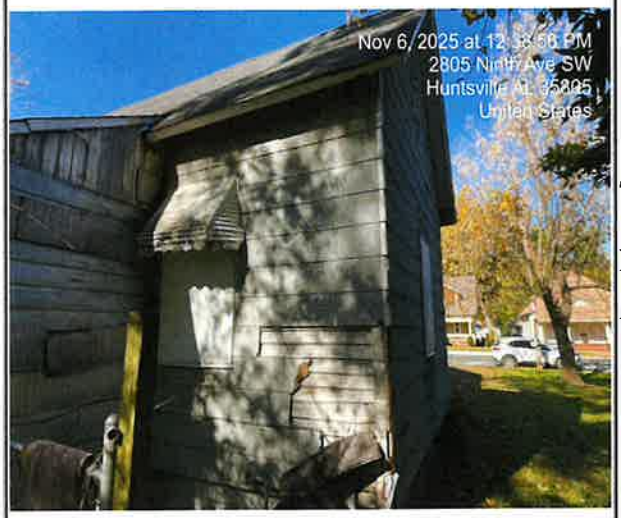
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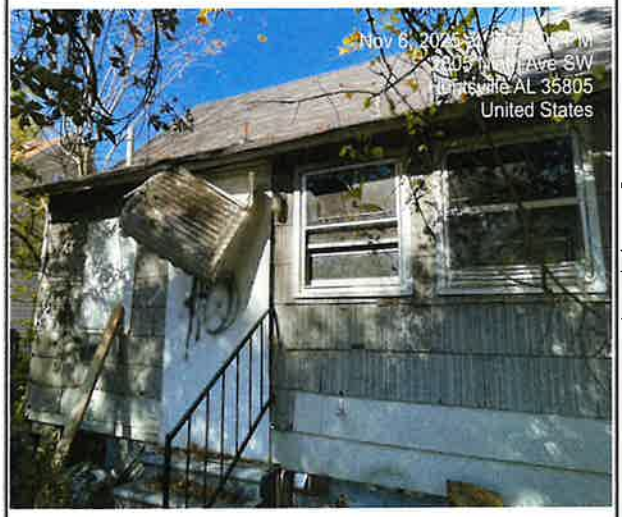
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2805 Ninth Ave Sw



2805 Ninth Ave Sw



2805 Ninth Ave Sw



2805 Ninth Ave Sw



2805 Ninth Ave Sw



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2805 Ninth Ave Sw



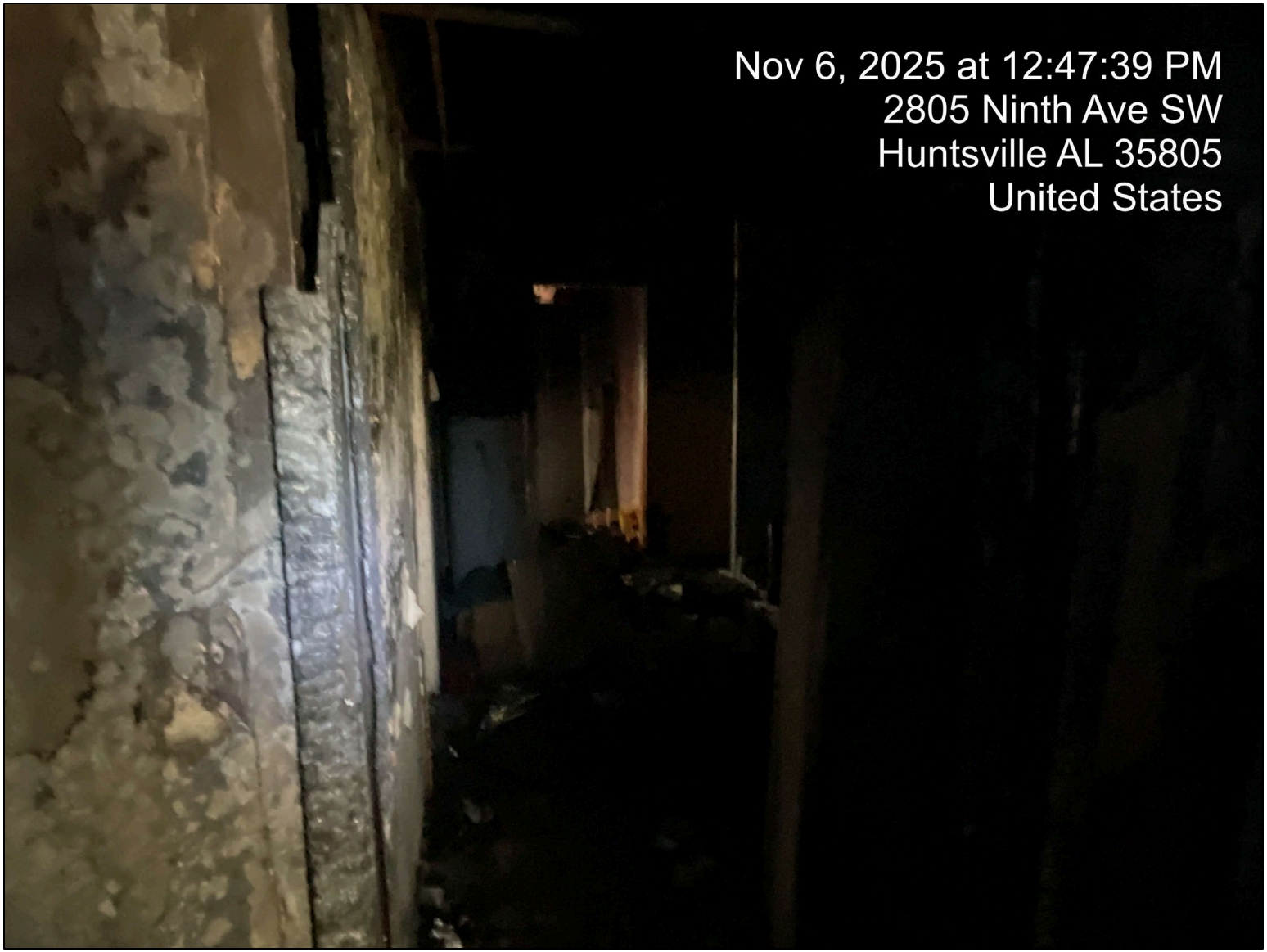
2805 Ninth Ave Sw



2805 Ninth Ave Sw



2805 Ninth Ave Sw



2805 Ninth Ave Sw



CITY OF HUNTSVILLE COMMUNITY DEVELOPMENT

STRUCTURAL EVALUATION REPORT

CT # _____

ADDRESS OF STRUCTURE: 2805 NINTH AVE SW

INSPECTOR'S NAME: JAMES MONAGHAN TITLE: OWNER

COMPANY NAME: MONAGHAN CONSTRUCTION PHONE: 256-656-4897

NUMBER OF DWELLING UNITS: _____ NUMBER OF STORIES: 1

CONSTRUCTION: WOOD FRAME: ✓ FRAME/VENEER: ____ MASONRY: ____ OTHER: ____

APPROXIMATE SIZE STRUCTURE: 25 FT. X 36 FT. = 900 S/F

ASBESTOS SIDING OR ROOFING: NO: ✓ YES: ____ (APPX. S/F = _____)

COMPONENTS	PERCENTAGE REPLACEMENT REQUIRED
I. EXTERIOR	
1) FOUNDATION:	0 1 2 3 4 5 6 7 8 (9) 10
2) FLOOR SYSTEM:	0 1 2 3 4 5 6 7 8 (9) 10
3) FRAMING/WINDOWS/DOORS:	0 1 2 3 4 5 6 7 8 9 (10)
4) ROOF SYSTEM:	0 1 2 3 4 5 6 7 8 9 (10)
EXTERIOR TOTAL:	38
II. INTERIOR	
1) FLOORS:	0 1 2 3 4 5 6 7 8 9 (10)
2) WALLS:	0 1 2 3 4 5 6 7 8 9 (10)
3) CEILING:	0 1 2 3 4 5 6 7 8 (9) 10
INTERIOR TOTAL:	29
III. UTILITY SYSTEM	
1) ELECTRICAL:	0 1 2 3 4 5 6 7 8 9 (10)
2) HEATING:	0 1 2 3 4 5 6 7 8 9 (10)
3) PLUMBING:	0 1 2 3 4 5 6 7 8 9 (10)
UTILITY SYSTEM TOTAL:	30

GRAND TOTAL POINT RATING: 97

FEASIBILITY OF REPAIR:			
	RATING 50 OR MORE	-	REHAB NOT FEASIBLE ✓
	RATING 49 OR LESS	-	REHAB FEASIBLE _____

REMARKS: AFTER INSPECTING PROPERTY 11/6/25 IT WAS DETERMINED THAT DUE TO EXTENSIVE DAMAGE IT WOULD TAKE TOO MUCH TO BRING UP TO CURRENT CODES

SIGNATURE: _____ DATE: 11/6/25

MONAGHAN
CONSTRUCTION
James Monaghan
3304 7th Ave. SW
Huntsville, AL 35805
(256) 656-4897

Invoice # 5875
Date: 11/06/25

Invoice

City of Huntsville Community Development
c/o: James Smith
Re : 2805 9th Ave SW Fire Inspection

	Inspect Fire damaged dwelling
	Period of Performance: 11/06/25
	Total Labor: $ 250.00
	Thank you- Jim

Total for this Invoice	$ 250.00

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-50

Department: Planning

Subject: **Type of Action:** Approval/Action

Public hearing on the zoning of 4.91 acres of land lying on the east side of Hillcrest Avenue NW and north of US Hwy 72 W to Highway Business C-4 District; and the consideration of an Ordinance pertaining to the same. (Set on December 18, 2025, Regular Council Meeting)

Ordinance No. 25-1004

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: Ordinance: January 28, 2026

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: 6660 Hwy 72 W, Huntsville, AL 35806
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments: Recommended by Planning Commission

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 12/18/2025 **File ID:** TMP-6362

Department: Planning

Subject: **Type of Action:** Approval/Action

Resolution to set a public hearing on the zoning of 4.91 acres of land lying on the east side of Hillcrest Avenue NW and north of US Hwy 72 W to Highway Business C-4 District; the introduction of an Ordinance pertaining to the same; and to rescind Resolution No. 25-954. (Set January 22, 2026 Regular Council Meeting)

Resolution No.
Ordinance No.

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: Resolution: December 24 & 31, 2025; Ordinance: January 28, 2026

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: 6660 Hwy 72 W, Huntsville, AL 35806
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 25-

WHEREAS, certain property has recently been annexed to the City of Huntsville, Alabama; and

WHEREAS, said property is now legally part of the incorporated municipality of the City of Huntsville, Alabama, and as such is subject to the laws and ordinances governing the City of Huntsville, Alabama; and

WHEREAS, said property, having been outside the boundaries of the City of Huntsville, Alabama, prior to the annexing of same to the City of Huntsville, Alabama, has never been subject to the Zoning Ordinances of the City of Huntsville, Alabama; and

WHEREAS, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) The zoning of 4.91 acres of land lying on the east side of Hillcrest Avenue NW and north of US Hwy 72 W to Highway Business C-4 District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Speakin' Out News on the 24th day of December, 2025, and the second publication shall be one week thereafter on the 31st day of December, 2025, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

WHEREAS, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

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

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 22nd day of January, 2026, in the Council Chambers of the City of Huntsville Administration Building at 305 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 25-_____, which was introduced by the City Council of the City of Huntsville on the 18th day of December, 2025, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That this resolution rescinds Resolution No. 25-954.

3. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

ORDINANCE NO. 25-

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

1. That the following area, land lying on east side of Hillcrest Avenue NW and north of US Hwy 72 W, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Highway Business C-4 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Sections 25 and 26, Township 03 South, Range 02 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as commencing at a point located at the Southeast corner of said Section 26; thence from the Point of Commencement, North 09 Degrees 47 Minutes 20 Seconds East, 2508.66 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, North 68 Degrees 48 Minutes 03 Seconds West, 679.97 feet to a point; thence North 39 Degrees 25 Minutes 55 Seconds East, 82.94 feet to a point; thence South 66 Degrees 44 Minutes 15 Seconds East, 39.37 feet to a point; thence North 40 Degrees 44 Minutes 03 Seconds East, 122.95 feet to a point; thence North 65 Degrees 34 Minutes 22 Seconds East, 137.15 feet to a point; thence North 59 Degrees 06 Minutes 59 Seconds East, 385.97 feet to a point; thence South 14 Degrees 08 Minutes 21 Seconds East, 57.04 feet to a point; thence South 00 Degrees 30 Minutes 15 Seconds West, 587.10 feet back to the Point of Beginning and containing 4.91 acres, more or less.

2. The boundaries of the above district as described and defined above are hereby established and shall be shown on the Official Zoning Maps of the City of Huntsville, Alabama, on file in the Planning Division of the Urban Development Department, in accordance with the various classifications herein enumerated and hereafter the regulations governing said district under the Zoning Ordinance of the City of Huntsville, Alabama, shall apply to the area so described.

3. This ordinance shall take effect from and after the date of publication.

ADOPTED this the _____ day of _____, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama.

APPROVED this the _____ day of _____, 2026.

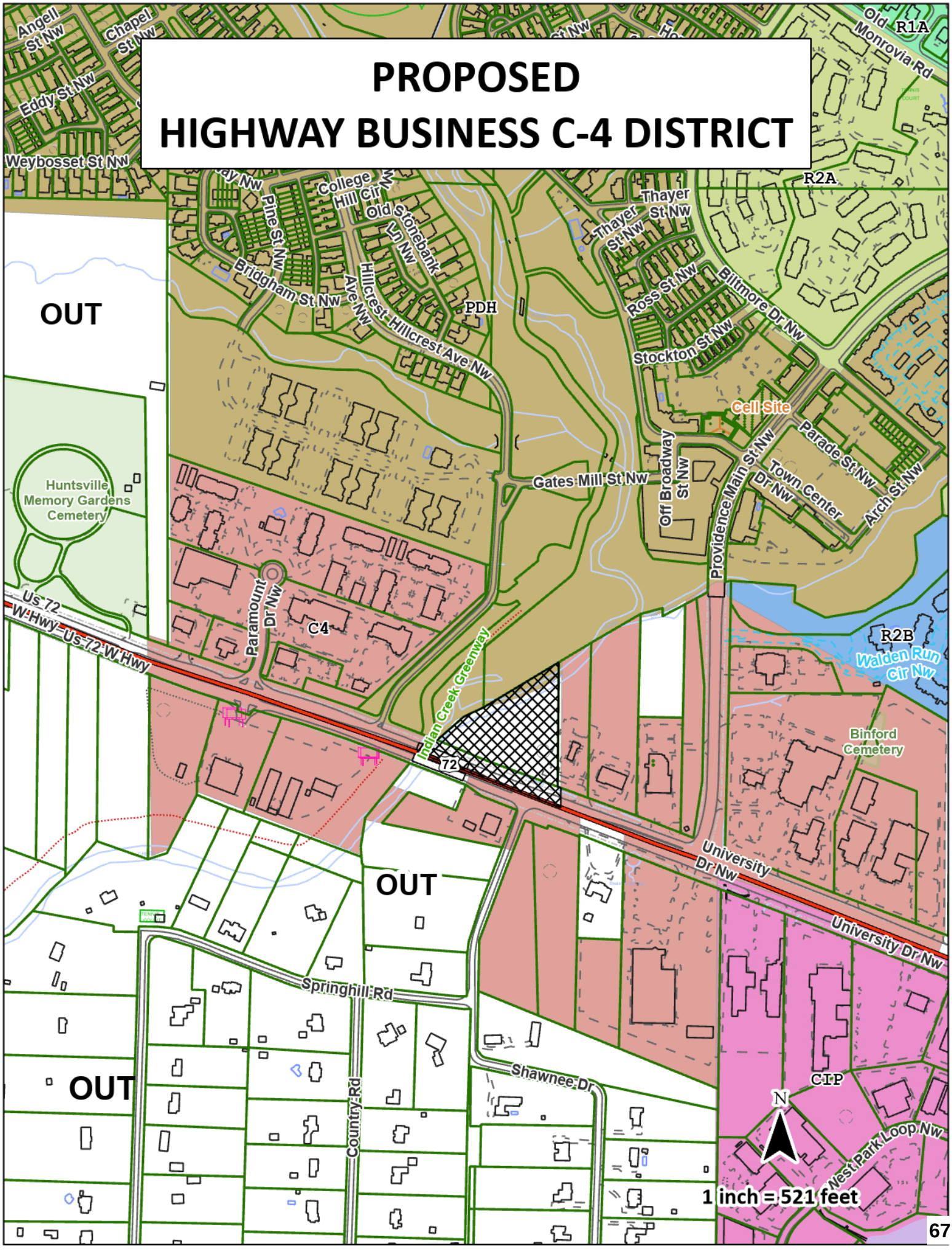
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2025.

_____
President of the City Council of
the City of Huntsville, Alabama.

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED
HIGHWAY BUSINESS C-4 DISTRICT
OUT
OUT
OUT
PDH
C4
R1A
R2A
R2B
CIP
Cell Site
Huntsville Memory Gardens Cemetery
Binford Cemetery
Angell St Nw
Chapel St Nw
Eddy St Nw
Weybosset St Nw
Old Monrovia Rd
College Hill Cir
Old Stonebank Ln Nw
Pine St Nw
Bridgham St Nw
Hillcrest Ave Nw
Hillcrest-Hillcrest Ave Nw
Thayer St Nw
Ross St Nw
Biltmore Dr Nw
Stockton St Nw
Gates Mill St Nw
Off Broadway St Nw
Providence Main St Nw
Parade St Nw
Town Center Dr Nw
Arch St Nw
Walden Run Cir Nw
Paramount Dr Nw
Us 72 W Hwy
Us 72 W Hwy
Indian Creek Greenway
72
University Dr Nw
University Dr Nw
Springhill Rd
Country Rd
Shawnee Dr
Nest Park Loop Nw
N
1 inch = 521 feet

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-51

Department: Planning

Subject: **Type of Action:** Approval/Action

Public hearing on the zoning of 4.65 acres of land lying on the south side of Hwy 72 E and east of Shields Road to Highway Business C-4 District; and the consideration of an Ordinance pertaining to the same. (Set on December 18, 2025, Regular Council Meeting)

Ordinance No. 25-1006

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: Ordinance: January 28, 2026

Finance Information:

Account Number: none

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: Hwy 72 E, Huntsville, AL 35811
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: Recommended by Planning Commission

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6475

Department: Planning

Subject: **Type of Action:** Approval/Action

Public hearing on the zoning of 4.65 acres of land lying on the south side of Hwy 72 E and east of Shields Road to Highway Business C-4 District; the consideration of an Ordinance pertaining to the same. (Set on December 18, 2025, Regular Council Meeting)

Ordinance No. 25-1006

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: Ordinance: January 28, 2026

Finance Information:

Account Number: none

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: Hwy 72 E, Huntsville, AL 35811
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: Recommended by Planning Commission

ORDINANCE NO. 25-

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

1. That the following area, land lying on south side of Hwy 72 E and east of Shields Road, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Highway Business C-4 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Section 16, Township 03 South, Range 01 East of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as commencing at a point located at the Southwest Corner of said Section 16; thence from the Point of Commencement, North 86 Degrees 02 Minutes 09 Seconds East, 3422.36 feet to a point; said point is further described as the Point of Beginning; thence from the Point of Beginning, North 85 Degrees 08 Minutes 14 Seconds West, 707.88 feet to a point; said point is located in the centerline of Shields Rd; thence along said centerline, North 01 Degree 38 Minutes 46 Seconds East, 70.04 feet to a point; thence leaving said centerline, South 84 Degrees 14 Minutes 10 Seconds East, 365.16 feet to a point; thence North 02 Degrees 15 Minutes 01 Second East, 438.43 feet to a point; thence South 84 Degrees 20 Minutes 46 Seconds East, 368.48 feet to a point; thence South 05 Degrees 03 Minutes 57 Seconds West, 497.08 feet back to the Point of Beginning and containing 4.65 acres, more less.

2. The boundaries of the above district as described and defined above are hereby established and shall be shown on the Official Zoning Maps of the City of Huntsville, Alabama, on file in the Planning Division of the Urban Development Department, in accordance with the various classifications herein enumerated and hereafter the regulations governing said district under the Zoning Ordinance of the City of Huntsville, Alabama, shall apply to the area so described.

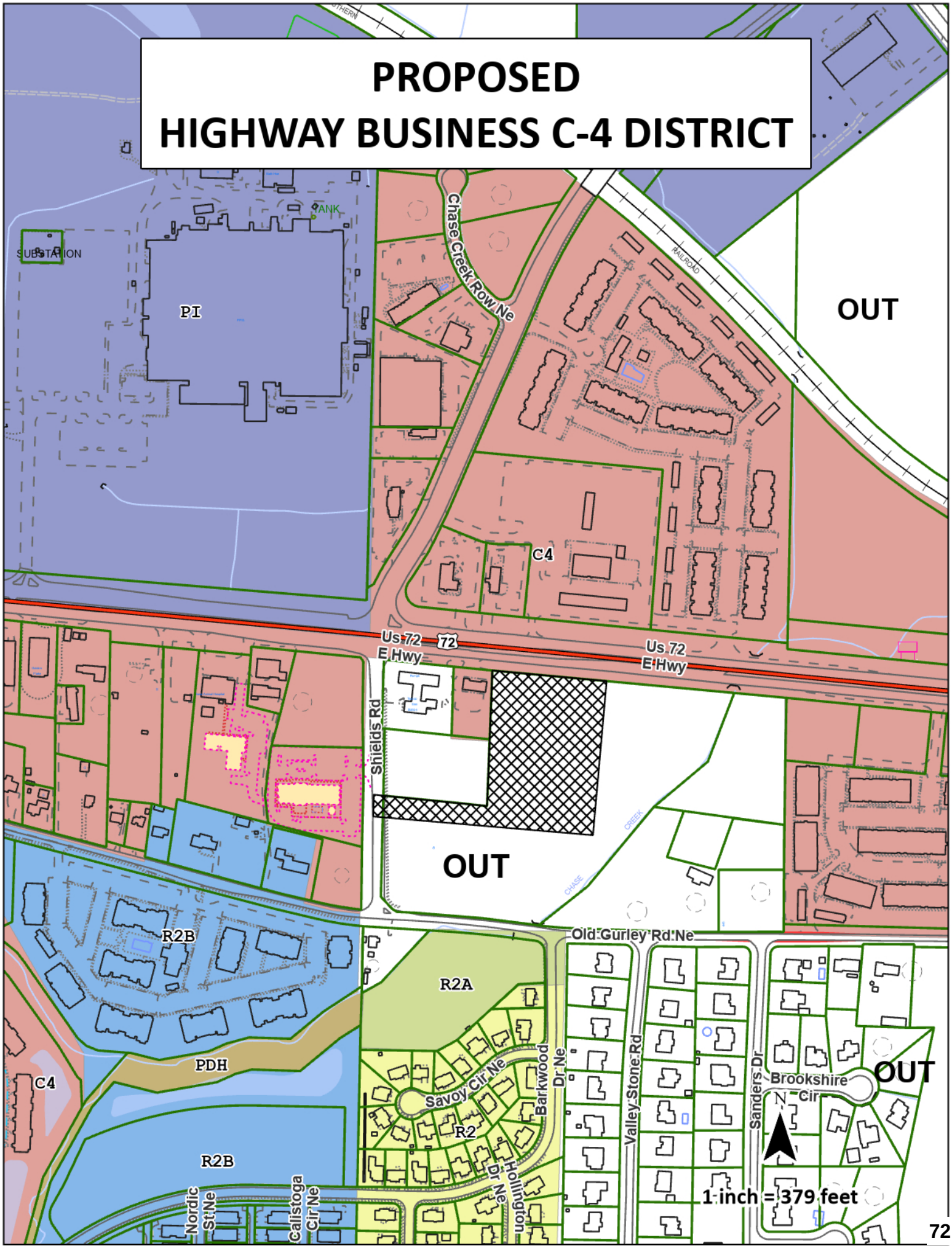
3. This ordinance shall take effect from and after the date of publication.

ADOPTED this the _____ day of _____, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama.

APPROVED this the _____ day of _____, 2026.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED
HIGHWAY BUSINESS C-4 DISTRICT
PI
C4
OUT
OUT
OUT
R2B
R2A
PDH
C4
R2
R2B
Chase Creek Row Ne
Us 72
E Hwy
72
Us 72
E Hwy
Shields Rd
Old Gurley Rd Ne
Valley Stone Rd
Sanders Dr
Brookshire Cir
Savoy Cir Ne
Barkwood Dr Ne
Nordic St Ne
Calistoga Cir Ne
Hollington Dr Ne
1 inch = 379 feet
72

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-52

Department: Finance Committee

Subject:

Type of Action: Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $26,370,779.68

Total Cost: $26,370,779.68

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Total Expenditures: $26,370,779.68

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6431

Department: Finance Committee

Subject:

Type of Action: Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $26,370,779.68

Total Cost: $26,370,779.68

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Total Expenditures: $26,370,779.68

RESOLUTION NO. 26 - _____

WHEREAS, the Finance Director for the City of Huntsville, Alabama, has presented the following report of expenditures paid in that totals the following amount:

$26,370,779.68

WHEREAS, by presentation of this report, the Finance Director certifies each of the expenditures was in order for payment; that the payment documentation included a copy of the purchase requisition and/or a Request for Payment, signed by the appropriate Department Head or designee with a statement indicating the purpose or use of the requested materials or services; and, for the payment of a city employee's compensation and costs related thereto, the payment was made in accordance with the Code of Ordinances of the City of Huntsville, Alabama ("Code") Section 2-221 (i.e., Personnel and Policy Manual) or as otherwise required by law; and

WHEREAS, the Chairman of the Finance Committee of the City Council of the City of Huntsville has reviewed the report as presented and has recommended the ratification thereof.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby ratify the report described herein, and hereby authorizes the expenditures included therein for payment.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of
Huntsville, Alabama

_____
Finance Committee Chairman

FROM 12/31/25 through 1/13/26 **CITY COUNCIL MEETING 01/22/26**

FUND ACCOUN	FUND NAME		AMOUNT
1000	GENERAL FUND	$	13,938,172.19
1005	HEALTH & LIFE BENEFITS	$	(358,795.46)
1010	GENERAL RESTRICTED DONATIONS	$	-
2000	PUBLIC TRANSIT	$	285,154.88
2001	PUBLIC TRANSIT STATION GRANT	$	-
2100	COMMUNITY DEV BLOCK GRANT	$	96,795.36
2101	COMMUNITY DEV COVID	$	-
2200	COMMUNITY DEV HOUSING	$	-
2201	COMMUNITY DEV ARP	$	-
2300	OTHER GRANTS	$	-
2500	OTHER GRANTS	$	-
2501	HUD CNI GRANT	$	122,999.93
3020	1990 CAPITAL IMPROVEMENTS	$	412,258.57
3030	1990 SCHOOL SUPPORT	$	-
3040	LODGING & LIQUOR TAXES	$	2,960,128.25
3050	1% LODGING TAX 2003	$	600.00
3060	1% LODGING TAX 2013	$	67,500.00
3080	2014 CAPITAL IMPROVEMENTS	$	382,577.75
3202	TIF 2	$	-
3203	TIF 3A	$	-
3204	TIF 4	$	-
3205	TIF 5	$	-
3206	TIF 6	$	-
3207	TIF 7	$	-
3300	4 & 5 CENT STATE GASOLINE TAX	$	-
3310	7 CENT STATE GASOLINE TAX	$	21,981.15
3430	STAC SEIZURE-CIR COURT	$	2,773.60
3700	CUMMINGS RESEARCH PARK	$	462.00
3900	EMERGENCY MANAGEMENT AGENCY	$	33,688.12
3910	ALABAMA CONSTITUTION VILLAGE	$	70,639.99
3930	BURRITT MEMORIAL COMMITTEE	$	42,170.02
4017	2023 FUTURE PROJECT BORROW	$	3,127,485.13

FUND ACCOUN	FUND NAME		AMOUNT
4018	2023B APOLLO BORROW	$	-
4019	2023D SCHOOL BORROW	$	-
4020	VBC BORROW	$	-
4021	2025 FUTURE PROJECTS BORROW	$	2,814,730.82
5000	DEBT SERVICE	$	-
6000	WATER POLLUTION CONTROL	$	820,900.88
6010	WPC CMOM RESERVE	$	1,940.00
6020	WPC R&R RESERVE	$	37,645.83
6030	WPC ECONOMIC DEVELOPMENT	$	54,084.65
6040	WPC 2005 ECONOMIC DEVELOPMENT	$	41,337.61
6050	2023C WPC SEWER BORROW	$	-
6051	DUE TO FROM POOLED CASH	$	-
6200	SANITATION	$	1,213,083.43
6500	PBA - AMPHITHEATER	$	-
7000	POST-RETIREMENT BENEFITS TRUST	$	180,464.98
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	$	-
	TOTAL	**$**	**26,370,779.68**

Vendor Expense Report

12/31/2025 through 01/13/2026

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Check Date	Amount
1000	535 GROUP LLC	1000-19-00000-515370-00000000-	2026-01	POP:01/01/26-01/31/26-CONSULTING SVS RES 25-966	109731	1/13/2026	9,000.00
		Total Paid by Vendor					**9,000.00**
	A HARBIN INC.	1000-52-52600-515340-00000000-	176396	SUPPLIES FOR LANDSCAPE MANAGEMENT (BLANKET Q1)	90009570	1/6/2026	45.30
		1000-15-15100-513030-00000000-	176323	COM TX 010526/176323	90009570	1/6/2026	47.50
		1000-15-15100-513030-00000000-	176323	COM TX 010526/176323	90009570	1/6/2026	12.13
		Total Paid by Vendor					**104.93**
	ADMINISTRATIVE OFFICE OF COURTS	1000-00-00000-231402-00000000-	DECEMBER 2025	DECEMBER 2025 MONTHLY REPORT	109851	1/13/2026	8,516.92
		Total Paid by Vendor					**8,516.92**
	AFFORDABLE APPLIANCE REPAIR INC	1000-14-14300-513010-00000000-	10012	POP: 10/06/25-10/14/25-QTR 1 APPLIANCE REPAIRS	90009555	1/6/2026	305.06
		Total Paid by Vendor					**305.06**
	AHEAD, INC	1000-00-00000-140200-00000000-	INV000037212	POP:01/05/26-01/04/27 DRATA COMPLIANCE SE ITS	109732	1/13/2026	34,998.16
		Total Paid by Vendor					**34,998.16**
	ALABAMA ASSOCIATION OF CHIEFS OF POLICE	1000-41-41100-515340-00000000-	21477	AACOP DUES 2026	109607	1/6/2026	100.00
		Total Paid by Vendor					**100.00**
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	432132	Payroll Run 1 - Warrant 260104	109716	1/8/2026	23,155.93
		Total Paid by Vendor					**23,155.93**
	ALABAMA CRIME VICTIMS COMPENSATION COMMISSION	1000-00-00000-231405-00000000-	DECEMBER 2025	DECEMBER 2025 MONTHLY REPORT	109734	1/13/2026	1,462.00
		1000-00-00000-231404-00000000-	DECEMBER 2025	DECEMBER 2025 MONTHLY REPORT	109734	1/13/2026	840.00
		Total Paid by Vendor					**2,302.00**
	ALABAMA DEPARTMENT OF REVENUE	1000-00-00000-210180-00000000-	432134	Payroll Run 1 - Warrant 260104	109718	1/8/2026	280.07
		1000-00-00000-210130-00000000-	DEC STATE TAX 2025	DEC STATE WITHHOLDING TAX 2025	109605	1/2/2026	621,370.07
		Total Paid by Vendor					**621,650.14**
	ALABAMA LAW ENFORCEMENT AGENCY	1000-00-00000-231601-00000000-	DECEMBER 2025	DECEMBER 2025 MONTHLY REPORT	109738	1/13/2026	2,094.00
		1000-00-00000-231501-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109739	1/13/2026	136.00
		1000-00-00000-231600-00000000-	DECEMBER 2025B	DECEMBER 2025 MONTHLY REPORT	109737	1/13/2026	320.00
		1000-17-17100-515250-00000000-	ALEA26000361	POP: 10/01/25-12/31/25- NCIS ACCESS	109740	1/13/2026	20,165.00
		Total Paid by Vendor					**22,715.00**
	ALABAMA PEACE OFFICERS	1000-00-00000-231300-00000000-	DECEMBER 2025	DECEMBER 2025 MONTHLY REPORT	109735	1/13/2026	3,675.00
		1000-00-00000-231301-00000000-	DECEMBER 2025	DECEMBER 2025 MONTHLY REPORT	109735	1/13/2026	581.00
		Total Paid by Vendor					**4,256.00**
	ALABAMA PEACE OFFICERS ANNUITY & BENEFIT FUND	1000-00-00000-210200-00000000-	432130	Payroll Run 1 - Warrant 260104	109717	1/8/2026	1,110.00
		Total Paid by Vendor					**1,110.00**
	ALBERTVILLE MULCH COMPANY LLC	1000-52-52600-513010-00000000-	26577	MULCH FOR NORTH MAINT AREAS	90009557	1/6/2026	3,100.00
		Total Paid by Vendor					**3,100.00**
	ALEXANDER TOMAS AND ASSOCIATES, INC	1000-14-14100-515370-00000000-	IT-IMPORT122025	POP:12/20/25-ONE TIME IT DEVELOPMENT & TESTING	109608	1/6/2026	1,000.00
		Total Paid by Vendor					**1,000.00**
	ALL SHARPE INC	1000-15-15100-513030-00000000-	51580	COM TX 010726/51580	109741	1/13/2026	350.00
		1000-15-15100-513030-00000000-	51581	COM TX 010726/51581	109741	1/13/2026	350.00
		1000-15-15100-513030-00000000-	51583	COM TX 010726/51583	109741	1/13/2026	350.00
		1000-15-15100-513030-00000000-	51584	COM TX 010726/51584	109741	1/13/2026	350.00
		1000-15-15100-513030-00000000-	51585	COM TX 010726/51585	109741	1/13/2026	350.00
		1000-15-15100-513030-00000000-	51586A	COM TX 010726/51586A	109741	1/13/2026	350.00
		1000-15-15100-513030-00000000-	51601	COM TX 010726/51601	109741	1/13/2026	350.00
		1000-15-15100-513030-00000000-	51602A	COM TX 010726/51602A	109741	1/13/2026	350.00
		1000-15-15100-513030-00000000-	51603	COM TX 010726/51603	109741	1/13/2026	350.00
		1000-15-15100-513030-00000000-	51604	COM TX 010726/51604	109741	1/13/2026	350.00
		1000-15-15100-513030-00000000-	51605	COM TX 010726/51605	109741	1/13/2026	350.00
		1000-15-15100-513030-00000000-	51606A	COM TX 010726/51606A	109741	1/13/2026	350.00
		1000-15-15100-513030-00000000-	51607	COM TX 010726/51607	109741	1/13/2026	350.00
		1000-15-15100-513030-00000000-	51582A	COM TX 010726/51582A	109741	1/13/2026	350.00
		Total Paid by Vendor					**4,900.00**
	ALLIED PHOTOCOPY INC	1000-50-00000-515340-00000000-	1219330	POP:01/01/26-01/31/26-ANIMAL LICENSE RENEWAL	109609	1/6/2026	282.70
		Total Paid by Vendor					**282.70**
	ALLSTATE BENEFITS	1000-00-00000-210290-00000000-	M0116446007 1/04/26	PPE 1/04/26 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	109742	1/13/2026	12,773.42
		1000-00-00000-210300-00000000-	M0116446007 1/04/26	PPE 1/04/26 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	109742	1/13/2026	9,651.62
		Total Paid by Vendor					**22,425.04**

AMANDA ELLIOTT	1000-50-00000-515010-00000000-	10022	POP:12/17/25-GRAPHIC DESIGN FOR ADVERTISING	109610	1/6/2026	275.00
	Total Paid by Vendor					**275.00**
AMAZON CAPITAL SERVICES INC	1000-42-42100-515340-00000000-	1C4G-JYX6-LWTQ	AMAZON ORDER	90009559	1/6/2026	153.92
	1000-30-30200-515340-00000000-	1FVX-CVQC-DYCY	EQUIPMENT NEEDED TO CONDUCT PICKLEBALL-MAX LUTHER	90009629	1/13/2026	539.97
	1000-30-30400-515520-00000000-	1T6C-9M6V-JQNQ	SUPPLIES-BIG SPRING JINGLE 12-19-25 SPECIAL EVENT	90009559	1/6/2026	491.79
	1000-12-12100-515340-00000000-	1CKX-PLNK-D764	305 FOUNTAIN CIRCLE, WHITNEY COX 256-427-5085	90009559	1/6/2026	50.65
	1000-53-53200-520500-00000000-	1GGN-7Q6W-76VX	MONEY COUNTER MACHINE FOR EVENTS	90009629	1/13/2026	584.09
	1000-53-53100-515340-00000000-	1M7L-DXMH-HR6M	SUPPLIES FOR PARKING ADMIN/PARKING ENFORCEMENT	90009559	1/6/2026	260.66
	1000-53-53400-515340-00000000-	1M7L-DXMH-HR6M	SUPPLIES FOR PARKING ADMIN/PARKING ENFORCEMENT	90009559	1/6/2026	33.38
	1000-50-00000-515340-00000000-	19MG-4T4F-TJT3	SHELTER SUPPLIES	90009559	1/6/2026	108.26
	1000-16-16300-515340-00000000-	1FDR-H4KW-JPJ1	HR SUPPLIES	90009559	1/6/2026	275.94
	1000-53-53100-515340-00000000-	1MR6-JRHY-J3XJ	OFFICE SUPPLIES FOR PARKING ADMIN	90009629	1/13/2026	26.99
	1000-41-41305-515340-00000000-	1GVQ-RG7G-GWG9	ACADEMY SUPPLIES	90009559	1/6/2026	75.97
	1000-16-16100-515340-00000000-	1FDR-H4KW-FCTY	HR SUPPLIES	90009559	1/6/2026	103.90
	1000-41-41303-515340-00000000-	17FT-CKL6-366P	CID BATTERY	90009559	1/6/2026	54.74
	1000-12-12500-515340-00000000-	1DLF-1PW3-9NKP	PRINT AND OFFICE SUPPLIES	90009559	1/6/2026	75.53
	1000-52-52700-515340-00000000-	1DCD-T44N-44WG	CHAIR FLOOR MATS FOR SOUTH MAINT	90009559	1/6/2026	92.01
	1000-42-42100-515340-00000000-	13LG-7N3C-K3Y6	RESTOCK FEE FOR RETURN -AMAZON ORDER,JFAIN	90009559	1/6/2026	82.68
	1000-42-42100-515340-00000000-	13LG-7N3C-K3Y6 CM	CREDIT MEMO FOR INV 1DNJ-K396-L6RL	90009559	1/6/2026	-826.80
	1000-30-30600-515340-00000000-	1WLW-YJXR-J6K1	FIRST AID SUPPLIES AND BACKPACKS FOR MERRIMACK	90009559	1/6/2026	474.85
	1000-14-14300-513010-00000000-	1T6J-JQHW-6TK4	BUINESS CELLULAR PHONE CASE REPLACEMENT	90009559	1/6/2026	21.94
	1000-14-14300-515610-00000000-	1RDN-DF1F-N1C1	(2) HAND TRUCKS REPLACEMENTS FOR VEHICLES #022543	90009559	1/6/2026	262.25
	1000-14-14300-515610-00000000-	1CYD-NK1V-F9NQ	(2) HAND TRUCKS REPLACEMENTS FOR VEHICLES #022543	90009559	1/6/2026	262.25
	1000-14-14300-513010-00000000-	1WPV-VJPX-66CM	STAINLESS STEEL SWIVEL SNAPS	90009559	1/6/2026	70.53
	1000-14-14300-515610-00000000-	1WPV-VJPX-66CM	STAINLESS STEEL SWIVEL SNAPS	90009559	1/6/2026	62.07
	1000-41-41250-515340-00000000-	1DQJ-P44D-CFGD	BOMB SQUAD SUPPLIES	90009629	1/13/2026	141.73
	1000-41-41305-515340-00000000-	1J1T-67TJ-D7P6	RANGE SUPPLIES	90009629	1/13/2026	190.33
	1000-52-52100-515340-00000000-	1NMX-W9KY-4VQT	SPEAKERS & BINDERS FOR SAFETY CLASSES - ADMIN	90009629	1/13/2026	40.48
	1000-41-41305-515340-00000000-	1QL6-9YYQ-JFHX	RANGE SUPPLIES	90009629	1/13/2026	149.99
	1000-41-41305-515340-00000000-	1QXF-NFKK-M9JM	RANGE SUPPLIES	90009629	1/13/2026	817.47
	1000-14-14300-513010-00000000-	1VTV-HL7J-FKKF	BRUSHLESS TUBE AXIAL FAN AND 3V BATTERY	90009629	1/13/2026	14.76
	1000-41-41204-515340-00000000-	1VTV-HL7J-JQPL	CRIME SCENE SUPPLIES	90009629	1/13/2026	54.11
	1000-41-41204-515340-00000000-	1WKH-CPVD-HR6P	CRIME SCENE SUPPLIES	90009629	1/13/2026	73.75
	1000-42-42200-515310-00000000-	14VN-HKQH-9X4W	JANITORIAL SUPPLIES	90009629	1/13/2026	317.69
	1000-14-14300-515340-00000000-	1PRD-6MT4-94KH	APC 1500VA UPS BATTERY BACKUP & SURGE PROTECTOR	90009629	1/13/2026	919.95
	1000-16-16300-515340-00000000-	1YHJ-CWNP-96DD	HR SUPPLIES	90009629	1/13/2026	151.89
	Total Paid by Vendor					**6,209.72**
AMERICAN AIRWORKS INC	1000-42-42100-513040-00000000-	245991	TRAINING CASCADE BOTTLES	90009560	1/6/2026	6,187.00
	Total Paid by Vendor					**6,187.00**
AMERICAN RED CROSS & ITS CONSTITUENT CHAPTERS	1000-30-30100-515790-00000000-	23070059	POP: 12/18/25-RED CROSS BLANKET FOR Q1	109674	1/6/2026	282.00
	Total Paid by Vendor					**282.00**
AMERICAN VILLAGE CITIZENSHIP TRUST FUND	1000-00-00000-250103-00000000-	DECEMBER 2025	DECEMBER 2025 MONTHLY REPORT	109743	1/13/2026	822.00
	Total Paid by Vendor					**822.00**
AMERICAN WELDING & GAS INC	1000-15-15100-515610-00000000-	0011326101	CYLINDER RACK	109611	1/6/2026	395.00
	1000-14-14300-513010-00000000-	0011357960	POP:12/01/25-12/31/25- CYLINDER GASES TANK RENTAL	109744	1/13/2026	70.95
	Total Paid by Vendor					**465.95**
ANDERS POOL CO INC	1000-30-30600-515340-00000000-	83809	1ST QUARTER BLANKET FOR NON-BID ITEMS POOL	90009561	1/6/2026	197.88
	1000-30-30600-515340-00000000-	82704	1ST QUARTER BLANKET FOR ANDERS BID ITEMS	90009630	1/13/2026	6,237.00
	Total Paid by Vendor					**6,434.88**
ANGELA GILLILAN	1000-30-30200-515370-00000000-	A.GILLIAN 123125	POP: 12/02/25-12/30/25-GROUP EXERCISE (SG)MRRC	90009631	1/13/2026	125.00
	1000-30-30200-515370-00000000-	A.GILLIAN 123125A	POP: 12/02/25-12/30/25-GROUP EXERCISE(ZUMBA)MRRC	90009631	1/13/2026	125.00
	Total Paid by Vendor					**250.00**
ANSWERTEL OF ATHENS, INC.	1000-14-14300-515370-00000000-	110401092026	POP: 12/11/25-01/07/26- AFTER HOURS ANSWERING SVCS	109745	1/13/2026	315.55
	1000-14-14300-515370-00000000-	110412122025	POP: 11/13/25-12/10/25- AFTER HOURS ANSWERING SVCS	109745	1/13/2026	421.20
	Total Paid by Vendor					**736.75**
ARPA DISTRICT II	1000-30-30100-515340-00000000-	101	POP:01/01/26-12/31/26-ARPA DISTRICT II 2026 DUES	109612	1/6/2026	100.00
	Total Paid by Vendor					**100.00**
ASSETWORKS LLC	1000-17-17100-515250-00000000-	SIN019426	POP: 12/01/25-12/31/25- SOLE S. ASSETWORKS AVL	109747	1/13/2026	14,875.00
	Total Paid by Vendor					**14,875.00**
ATHENS UTILITIES	1000-14-14100-515700-00000000-	136-69030-01-1225	POP: 11/20/25-12/22/25-FIRESTATION 18 UTILITIES	90009564	1/6/2026	824.88
	1000-14-14100-515700-00000000-	136-73293-00-1225	POP: 11/20/25-12/22/25-FIRESTATION 18 UTILITIES	90009564	1/6/2026	12.21

	1000-14-14100-515700-00000000-	136-69035-00-1225	POP: 11/19/25-12/22/25-FIRESTATION 18 UTILITIES	90009633	1/13/2026	6.88
	Total Paid by Vendor					**843.97**
ATLANTA DRONE GROUP, INC.	1000-41-41110-515370-00000000-	8559	POP 1/1/26-1/31/26 DRONE CONTRACT SRVS	90009565	1/6/2026	25,000.00
	Total Paid by Vendor					**25,000.00**
A-Z OFFICE RESOURCE INC	1000-71-71100-515340-00000000-	5955432-0	OFFICE SUPPLIES VARIOUS PERSONS REQUEST	90009554	1/6/2026	68.43
	1000-41-41110-515340-00000000-	5955783-0	SUPPLIES FOR NAMACC	90009554	1/6/2026	16.91
	1000-71-71100-515340-00000000-	5957079-0	OFFICE SUPPLIES JAKE	90009554	1/6/2026	6.15
	1000-00-00000-140110-00000000-	5958887-1	SUPPLY INVENTORY	90009554	1/6/2026	42.60
	1000-00-00000-140110-00000000-	595887-0	SUPPLY INVENTORY	90009554	1/6/2026	92.40
	1000-71-71100-515340-00000000-	5960081-0	OFFICE SUPPLIES	90009554	1/6/2026	104.09
	1000-70-70200-515340-00000000-	5958720-0	FILE FOLDERS FOR CODE ENFORCEMENT OFFICERS-PN	90009554	1/6/2026	221.35
	1000-41-41305-515340-00000000-	5959883-0	ACADEMY SUPPLIES	90009627	1/13/2026	106.12
	1000-41-41110-515340-00000000-	5959516-0	ADMIN SUPPLIES FOR NAMACC	90009554	1/6/2026	67.43
	1000-71-71100-515340-00000000-	5955432-1	OFFICE SUPPLIES VARIOUS PERSONS REQUEST	90009554	1/6/2026	716.20
	1000-70-70200-515340-00000000-	5958720-1	FILE FOLDERS FOR CODE ENFORCEMENT OFFICERS-PN	90009627	1/13/2026	221.35
	1000-71-71100-515340-00000000-	5960081-1	OFFICE SUPPLIES	90009627	1/13/2026	20.52
	1000-71-71100-515340-00000000-	5960348-0	OFFICE SUPPLIES FOR JACOB	90009627	1/13/2026	106.35
	1000-71-71100-515340-00000000-	5961546-0	OFFICE SUPPLIES VARIOUS	90009627	1/13/2026	51.10
	1000-00-00000-140110-00000000-	5958887-2	SUPPLY INVENTORY	90009627	1/13/2026	29.28
	1000-00-00000-140110-00000000-	5962160-0	SUPPLY INVENTORY	90009627	1/13/2026	165.59
	Total Paid by Vendor					**2,035.87**
BANKSTON MOTOR HOMES INC	1000-15-15100-513030-00000000-	48352	COM TX 123125/48352	90009566	1/6/2026	99.99
	1000-15-15100-513030-00000000-	48352	COM TX 123125/48352	90009566	1/6/2026	555.00
	1000-15-15100-513030-00000000-	48352	COM TX 123125/48352	90009566	1/6/2026	105.90
	Total Paid by Vendor					**760.89**
BELLSOUTH TELECOMMUNICATIONS LLC	1000-17-17100-515070-00000000-	28727057193601012026	POP: 11/24/25-12/23/25 ATT MOBILITY FIRE	109748	1/13/2026	124.78
	1000-17-17100-515070-00000000-	256-881-4708-0126	POP: 01/02/26-02/01/26-ATT LF ELEVATOR PHONE	109749	1/13/2026	57.20
	Total Paid by Vendor					**181.98**
BENCHMARK COMPANIES LLC	1000-52-52500-513010-00000000-	26797	MULCH FOR RESEARCH PARK - WEST	90009567	1/6/2026	1,550.00
	1000-52-52500-513010-00000000-	26845	3" MULCH FOR RESEARCH PARK - WEST MAINT	90009567	1/6/2026	1,550.00
	Total Paid by Vendor					**3,100.00**
BENTLEY ANIMAL HOSPITAL	1000-50-00000-515370-00000000-	350749	POP: 12/11/25-ANIMAL CARE & VACCINATIONS	109750	1/13/2026	447.77
	Total Paid by Vendor					**447.77**
BEST BEST & KRIEGER LLP	1000-18-00000-515372-00000000-	1049401	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	109614	1/6/2026	8,878.00
	Total Paid by Vendor					**8,878.00**
BOBCAT OF HUNTSVILLE LLC	1000-15-15100-513030-00000000-	99036470	COM TX 123125/99036470	109615	1/6/2026	400.00
	1000-15-15100-513030-00000000-	99036470	COM TX 123125/99036470	109615	1/6/2026	2,058.91
	1000-15-15100-513030-00000000-	99036471	COM TX 123125/99036471	109615	1/6/2026	1,520.00
	1000-15-15100-513030-00000000-	99036471	COM TX 123125/99036471	109615	1/6/2026	1,864.96
	Total Paid by Vendor					**5,843.87**
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	1/7/26-1ST SESSION	POP 1/7/26 BONNIE MACIORSKI	109752	1/13/2026	100.00
	1000-43-00000-515370-00000000-	1/12/26-1ST SESSION	POP 1/12/26 BONNIE MACIORSKI	109752	1/13/2026	100.00
	Total Paid by Vendor					**200.00**
BOYS & GIRLS CLUBS OF NORTH ALABAMA	1000-00-00000-610063-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	109616	1/6/2026	37,500.00
	Total Paid by Vendor					**37,500.00**
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	22760	2026 Q1 BLANKET KEYS & MISC.	109753	1/13/2026	355.00
	Total Paid by Vendor					**355.00**
BUILDING SPECIALTIES CO INC	1000-14-14300-513010-00000000-	71253036	2026 Q1 BLANKET KEYS FOR COH & MISC.	109617	1/6/2026	87.73
	1000-14-14300-513010-00000000-	71253446	2026 Q2 BLANKET KEYS FOR COH & MISC	109754	1/13/2026	550.41
	Total Paid by Vendor					**638.14**
BUTLER ANIMAL HEALTH HOLDING COMPANY LLC	1000-50-00000-515161-00000000-	EP14304	MED DRUGS FOR ANIMALS (NOT ON BID) - Q1 BLANKET	109762	1/13/2026	70.56
	1000-50-00000-515161-00000000-	EP16452	MED DRUGS FOR ANIMALS (NOT ON BID) - Q1 BLANKET	109762	1/13/2026	272.80
	1000-50-00000-515161-00000000-	EP45260	MED DRUGS FOR ANIMALS (NOT ON BID) - Q1 BLANKET	109762	1/13/2026	95.48
	1000-50-00000-515161-00000000-	ER13873	CREDIT MEMO FOR INVOICE EP45260	109762	1/13/2026	-7.88
	1000-50-00000-515161-00000000-	ER13863	CREDIT MEMO FOR INVOICE EP16452	109762	1/13/2026	-22.53
	1000-50-00000-515161-00000000-	ER13792	CREDIT MEMO FOR INVOICE 14304	109762	1/13/2026	-5.83
	1000-50-00000-515161-00000000-	ER20847	ANIMAL MEDICAL DRUGS ON CONTRACT	109762	1/13/2026	736.50
	Total Paid by Vendor					**1,139.10**
CAMILLE SCRUGGS	1000-30-30200-515340-00000000-	C.SCRUGGS-12/18/25	POP 11/1/25-11/30/25 FITNESS INST. RSRC	109755	1/13/2026	200.00
	Total Paid by Vendor					**200.00**
CAMPBELL PET CO	1000-50-00000-515340-00000000-	0429504-IN	LEASHES, COLLARS, CAT BOXES (Q1 BLANKET)	109756	1/13/2026	550.29

	Total Paid by Vendor					**550.29**
CAPITAL EDGE STRATEGIES LLC	1000-19-00000-515370-00000000-	2610	POP:01/01/26-01/31/26-RES# 25-804 CONSULTING FEE	109757	1/13/2026	5,683.33
	Total Paid by Vendor					**5,683.33**
CARDIO PARTNERS, INC	1000-30-30100-515790-00000000-	600177918	ZOLL AED 3 TRAINER TO SUPPORT STAFF TRAINING	109618	1/6/2026	819.99
	1000-30-30100-515790-00000000-	600181324	ZOLL AED 3 TRAINER TO SUPPORT STAFF TRAINING	109618	1/6/2026	253.97
	1000-30-30100-515790-00000000-	600178649	ZOLL 3 TRAINER TO SUPPORT STAFF TRAINING	109618	1/6/2026	90.72
	1000-30-30100-515790-00000000-	600172481	ZOLL 3 TRAINER TO SUPPORT STAFF TRAINING	109618	1/6/2026	264.35
	Total Paid by Vendor					**1,429.03**
CDW GOVERNMENT INC	1000-17-17300-520200-00000000-	AH3JM9D	UPS FOR RS- AQUATIC CENTER	109619	1/6/2026	462.43
	1000-17-17400-520200-00000000-	AH4BX8A	RICOH FI FI-8170 - DOCUMENT SCANNER - DESKTOP	109758	1/13/2026	7,074.27
	1000-17-17100-515250-00000000-	AH2CV2J	12/01/25-11/30/26 CRADLEPOINT YEARLY SUPPORT FIRE	109758	1/13/2026	4,870.00
	Total Paid by Vendor					**12,406.70**
CELLCO PARTNERSHIP	1000-17-17100-515070-00000000-	6131908138	POP 11/26/25 - 12/25/25 VERIZON SERVICES COH	109705	1/6/2026	17,928.04
	1000-17-17100-515070-00000000-	6131908135	POP 11/26/25 - 12/25/25 VERIZON SERVICES COH	109705	1/6/2026	31,245.62
	Total Paid by Vendor					**49,173.66**
CHAMBER OF COMMERCE	1000-00-00000-610057-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	109620	1/6/2026	75,000.00
	Total Paid by Vendor					**75,000.00**
CHARLES ROBERT CLARK	1000-10-10200-515370-00000000-	356	POP 9/1/25-12/31/25 GRAPHIC DESIGN	109621	1/6/2026	10,000.00
	Total Paid by Vendor					**10,000.00**
CHECKR INC	1000-16-16100-515370-00000000-	2229974	POP: 12/01/25-12/31/25- CREDIT REPORT SCREENS	90009571	1/6/2026	663.10
	Total Paid by Vendor					**663.10**
CINTAS	1000-52-52100-515340-00000000-	9353395454	EYEWASH STATIONS MAINTENANCE - LM (BLANKET)	109622	1/6/2026	99.00
	1000-52-52100-515340-00000000-	9353397048	EYEWASH STATIONS MAINTENANCE - LM (BLANKET)	109622	1/6/2026	99.00
	1000-52-52100-515340-00000000-	9353398059	EYEWASH STATIONS MAINTENANCE - LM (BLANKET)	109622	1/6/2026	198.00
	1000-15-15100-515340-00000000-	4255140140	3242 LEEMAN FERRY RD SW (BLANKET)	109623	1/6/2026	33.37
	1000-15-15100-515340-00000000-	4255282818	2739 JOHNSON ROAD (BLANKET)	109760	1/13/2026	258.81
	1000-75-75100-515340-00000000-	5310105607	CINTAS MAINTENANCE SERVICE Q2 BLANKET PO	109759	1/13/2026	19.02
	Total Paid by Vendor					**707.20**
CIVICSMART PARKING TECHNOLOGIES, INC.	1000-17-17100-515250-00000000-	DPT050628	POP: 01/01/26-01/31/26 - S SOURCE LPR SW SVCS	90009637	1/13/2026	1,300.00
	1000-17-17100-515250-00000000-	DPT050629	POP: 01/01/26-01/31/26-S SOURCE LPR SW SERVICES	90009637	1/13/2026	312.00
	Total Paid by Vendor					**1,612.00**
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	432136	Payroll Run 1 - Warrant 260104	109719	1/8/2026	955.00
	Total Paid by Vendor					**955.00**
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	260569194	POP: 12/01/25-12/31/25-COMCAST CABLE SERVICES COH	109625	1/6/2026	1,157.95
	1000-17-17100-515070-00000000-	83969000101795191225	POP: 01/10/26-02/09/26-COMCAST CABLE SVCS COH	109624	1/6/2026	54.13
	1000-17-17100-515070-00000000-	83969000108001711225	POP: 01/09/26-02/08/26-COMCAST CABLE SVCS COH	109624	1/6/2026	44.13
	1000-17-17100-515070-00000000-	83969000109586231225	POP: 01/10/26-02/09/26--COMCAST CABLE SVCS COH	109624	1/6/2026	20.95
	1000-17-17100-515070-00000000-	83969000111637771225	POP: 01/08/26-02/07/26-COMCAST CABLE SVCS COH	109624	1/6/2026	69.30
	1000-17-17100-515070-00000000-	83960100100032381225	POP: 12/28/25-01/27/26-COMCAST CABLE SVCS COH	109624	1/6/2026	559.28
	1000-17-17100-515070-00000000-	83969000116022381225	POP: 01/05/26-02/04/26-COMCAST CABLE SVCS COH	109624	1/6/2026	58.84
	1000-17-17100-515070-00000000-	83960100100032381125	POP: 11/28/25-12/27/25- CABLE SERVICES COH	109624	1/6/2026	535.20
	1000-17-17100-515070-00000000-	83969000120079401225	POP: 12/21/25-01/20/26-CABLE SERVICES COH	109624	1/6/2026	21.08
	1000-17-17100-515070-00000000-	83969000116016441225	POP: 01/11/26-02/10/26-COMCAST CABLE SVCS COH	109761	1/13/2026	8.38
	1000-17-17100-515070-00000000-	83969000100287730126	POP: 01/16/26-02/15/26-COMCAST CABLE SVCS COH	109761	1/13/2026	20.95
	Total Paid by Vendor					**2,550.19**
COMMONWEALTH OF MASSACHUSETTS	1000-00-00000-210180-00000000-	432143	Payroll Run 1 - Warrant 260104	109720	1/8/2026	11.54
	Total Paid by Vendor					**11.54**
COMMUNITY ACTION PARTNERSHIP HUNTSVILLE/MADISON	1000-00-00000-610071-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	109627	1/6/2026	25,000.00
	Total Paid by Vendor					**25,000.00**
COMMUNITY FREE DENTAL CLINIC	1000-00-00000-610092-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	109628	1/6/2026	25,000.00
	Total Paid by Vendor					**25,000.00**
CORVEL CORPORATION	1000-19-00000-502150-00000000-	123125-HUNT	POP: 12/19/25 - 12/31/25-ESCROW REPLENISHMENT FOR	90009575	1/6/2026	60,457.37
	1000-19-00000-502150-00000000-	010526-HUNT	SETTLEMENT CLAIM #1223-WC-24-0300109	90009575	1/6/2026	6,500.00
	1000-19-00000-502150-00000000-	1951567	POP: 12/03/25- TPA FOR CLAIM ADMINISTRATION	90009575	1/6/2026	9,164.91
	Total Paid by Vendor					**76,122.28**
COWIN EQUIPMENT CO INC	1000-15-15100-513030-00000000-	SWO087008-1	COM TX 010726/SWO087008-1	109763	1/13/2026	540.99
	1000-15-15100-513030-00000000-	SWO087008-1	COM TX 010726/SWO087008-1	109763	1/13/2026	1,496.75
	1000-15-15100-513030-00000000-	SWO087008-1	COM TX 010726/SWO087008-1	109763	1/13/2026	1,813.50
	Total Paid by Vendor					**3,851.24**
CREATIVE PARKING CONCEPTS LLC	1000-53-53100-520500-00000000-	6083	SOLE SOURCE - LUKE COSMO PAY STATION	109629	1/6/2026	121,012.86
	Total Paid by Vendor					**121,012.86**

DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	432138	Payroll Run 1 - Warrant 260104	109725	1/8/2026	134.44
	Total Paid by Vendor					**134.44**
DEFENSE PEST SOLUTIONS	1000-14-14310-515370-00000000-	61858	POP: 12/16/25 - PEST CONTROL SVS	90009576	1/6/2026	415.00
	1000-53-53200-513010-PK1020XX-	62138	POP: 01/01/26- PEST CONTROL AT TICKET BOOTHS	90009576	1/6/2026	15.00
	1000-53-53200-513010-PK1040XX-	62138	POP: 01/01/26- PEST CONTROL AT TICKET BOOTHS	90009576	1/6/2026	15.00
	1000-14-14310-515370-00000000-	59854	POP: 10/31/25 - PEST CONTROL SVS	90009639	1/13/2026	595.00
	Total Paid by Vendor					**1,040.00**
DELL MARKETING LP	1000-17-17400-520200-00000000-	10853059757	DESKTOPS FOR IT STOCK	90009577	1/6/2026	25,125.00
	1000-17-17400-520200-00000000-	10855662651	DELL DESKTOPS FOR IT STOCK / REPLACEMENTS	90009577	1/6/2026	201,000.00
	Total Paid by Vendor					**226,125.00**
DH PACE CO., INC	1000-14-14300-513010-00000000-	SVC/265-49476	POP: 12/15/25-OVERHEAD DOOR REPAIRS	90009578	1/6/2026	87.50
	1000-14-14300-513010-00000000-	SVC/265-49552	POP: 12/16/25 -OVERHEAD DOOR REPAIRS	90009578	1/6/2026	281.25
	1000-14-14300-513010-00000000-	SVC/265-49475	POP: 12/10/25-OVERHEAD DOOR REPAIRS	90009578	1/6/2026	225.00
	1000-14-14300-513010-00000000-	SVC/265-50061	POP: 12/30/25-OVERHEAD DOOR REPAIRS	90009640	1/13/2026	168.75
	Total Paid by Vendor					**762.50**
DIRECT COMMUNICATIONS INC	1000-19-00000-515370-00000000-	123125	POP:12/01/25-12/31/25-CONSULTING SVCS RES# 24-774	109631	1/6/2026	14,000.00
	1000-19-00000-515370-00000000-	123124	POP:12/01/24-12/31/24-CONTRACT FOR CONSULTIN SVCS	109632	1/6/2026	14,000.00
	Total Paid by Vendor					**28,000.00**
DIVERSIFIED ELEVATOR SERVICE & EQUIPMENT CO, INC.	1000-53-53200-513010-PK1010XX-	29365	POP: 01/01/26-01/31/26- MO. MAINTENANCE A, B, & O	90009579	1/6/2026	305.00
	1000-53-53200-513010-PK1030XX-	29365	POP: 01/01/26-01/31/26- MO. MAINTENANCE A, B, & O	90009579	1/6/2026	800.00
	1000-53-53200-513010-PK1040XX-	29365	POP: 01/01/26-01/31/26- MO. MAINTENANCE A, B, & O	90009579	1/6/2026	420.00
	1000-14-14300-515370-00000000-	29364	POP: 01/01/26-01/31/26 - ELEVATOR SERVICES	90009641	1/13/2026	1,700.00
	Total Paid by Vendor					**3,225.00**
DORIC OF TENNESSEE INC	1000-51-00000-515340-00000000-	120318	POP:12/22/25-LAWN CRYPT OPENING/CLOSING AT M. HIL	109633	1/6/2026	425.00
	Total Paid by Vendor					**425.00**
DUTCH OIL COMPANY	1000-12-12100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	22.95
	1000-14-14100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	149.66
	1000-15-15100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	28.96
	1000-17-17100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	17.26
	1000-41-41100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	1,918.51
	1000-41-41100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	177.65
	1000-41-41100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	70.57
	1000-41-41100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	210.90
	1000-42-42100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	681.62
	1000-42-42100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	73.79
	1000-42-42100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	19.92
	1000-50-00000-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	56.72
	1000-51-00000-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	51.60
	1000-52-52100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	7.77
	1000-52-52100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	41.35
	1000-52-52100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	147.93
	1000-52-52100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	99.40
	1000-52-52100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	103.05
	1000-52-52100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	45.34
	1000-52-52100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	95.99
	1000-52-52100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	106.50
	1000-52-52100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	82.13
	1000-52-52100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	23.71
	1000-53-53400-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	24.09
	1000-55-55100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	37.75
	1000-55-55300-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	199.43
	1000-55-55400-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	596.06
	1000-70-70200-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	147.97
	1000-71-71100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	63.17
	1000-71-71100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	25.61
	1000-72-00000-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	83.47
	1000-74-74100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	18.97
	1000-75-75100-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	120.29
	1000-14-14100-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	156.93
	1000-15-15100-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	37.55
	1000-41-41100-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	2,164.00

1000-41-41100-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	211.95
1000-41-41100-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	20.01
1000-41-41100-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	354.73
1000-42-42100-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	500.40
1000-42-42100-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	24.21
1000-42-42100-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	26.68
1000-50-00000-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	205.46
1000-52-52100-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	64.69
1000-52-52100-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	163.43
1000-53-53200-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	41.60
1000-53-53400-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	10.10
1000-55-55300-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	342.69
1000-55-55400-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	432.82
1000-70-70200-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	40.98
1000-72-00000-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	107.50
1000-75-75100-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	68.42
1000-75-75100-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	84.70
1000-41-41100-514010-00000000-	CFN-47510	FUELING TRANS DATED 010126	90009580	1/6/2026	1,447.98
1000-41-41100-514010-00000000-	CFN-47510	FUELING TRANS DATED 010126	90009580	1/6/2026	43.42
1000-41-41100-514010-00000000-	CFN-47510	FUELING TRANS DATED 010126	90009580	1/6/2026	42.86
1000-42-42100-514010-00000000-	CFN-47510	FUELING TRANS DATED 010126	90009580	1/6/2026	507.90
1000-42-42100-514010-00000000-	CFN-47510	FUELING TRANS DATED 010126	90009580	1/6/2026	15.86
1000-52-52100-514010-00000000-	CFN-47510	FUELING TRANS DATED 010126	90009580	1/6/2026	27.94
1000-14-14100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	157.23
1000-30-30100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	80.82
1000-41-41100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	1,877.16
1000-41-41100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	208.62
1000-41-41100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	38.50
1000-41-41100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	147.74
1000-42-42100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	311.06
1000-42-42100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	56.80
1000-42-42100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	17.76
1000-50-00000-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	145.30
1000-52-52100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	121.05
1000-52-52100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	47.70
1000-52-52100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	81.71
1000-52-52100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	114.02
1000-52-52100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	40.80
1000-53-53400-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	11.51
1000-55-55400-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	121.80
1000-70-70200-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	41.49
1000-71-71100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	65.85
1000-72-00000-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	16.78
1000-75-75100-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	24.53
1000-30-30100-514010-00000000-	CFN-47529	FUELING TRANS DATED 010326	90009580	1/6/2026	22.75
1000-41-41100-514010-00000000-	CFN-47529	FUELING TRANS DATED 010326	90009580	1/6/2026	1,688.86
1000-41-41100-514010-00000000-	CFN-47529	FUELING TRANS DATED 010326	90009580	1/6/2026	77.53
1000-41-41100-514010-00000000-	CFN-47529	FUELING TRANS DATED 010326	90009580	1/6/2026	159.62
1000-42-42100-514010-00000000-	CFN-47529	FUELING TRANS DATED 010326	90009580	1/6/2026	459.68
1000-52-52100-514010-00000000-	CFN-47529	FUELING TRANS DATED 010326	90009580	1/6/2026	18.09
1000-53-53400-514010-00000000-	CFN-47529	FUELING TRANS DATED 010326	90009580	1/6/2026	66.58
1000-30-30100-514010-00000000-	CFN-47535	FUELING TRANS DATED 010426	90009580	1/6/2026	51.29
1000-41-41100-514010-00000000-	CFN-47535	FUELING TRANS DATED 010426	90009580	1/6/2026	1,981.44
1000-41-41100-514010-00000000-	CFN-47535	FUELING TRANS DATED 010426	90009580	1/6/2026	35.43
1000-41-41100-514010-00000000-	CFN-47535	FUELING TRANS DATED 010426	90009580	1/6/2026	136.89
1000-42-42100-514010-00000000-	CFN-47535	FUELING TRANS DATED 010426	90009580	1/6/2026	468.48
1000-51-00000-514010-00000000-	CFN-47535	FUELING TRANS DATED 010426	90009580	1/6/2026	44.39
1000-52-52100-514010-00000000-	CFN-47535	FUELING TRANS DATED 010426	90009580	1/6/2026	44.76
1000-14-14100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	339.44
1000-15-15100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	46.73
1000-30-30100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	32.45

1000-30-30100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	26.86
1000-41-41100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	2,086.26
1000-41-41100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	303.72
1000-41-41100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	91.79
1000-41-41100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	337.97
1000-42-42100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	501.14
1000-42-42100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	49.98
1000-42-42100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	24.43
1000-50-00000-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	109.10
1000-52-52100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	40.51
1000-52-52100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	34.50
1000-52-52100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	70.34
1000-52-52100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	120.85
1000-52-52100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	56.12
1000-52-52100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	113.64
1000-52-52100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	53.90
1000-52-52100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	32.04
1000-52-52100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	46.63
1000-52-52100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	294.70
1000-52-52100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	25.48
1000-53-53400-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	19.58
1000-55-55100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	37.67
1000-55-55300-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	449.69
1000-55-55400-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	310.53
1000-70-70200-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	33.70
1000-71-71100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	63.04
1000-72-00000-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	120.49
1000-74-74100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	30.21
1000-75-75100-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	111.66
1000-14-14100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	111.60
1000-15-15100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	10.74
1000-17-17100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	24.51
1000-30-30100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	32.12
1000-30-30100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	23.19
1000-30-30100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	31.86
1000-41-41100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	2,402.32
1000-41-41100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	340.65
1000-41-41100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	110.27
1000-41-41100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	128.95
1000-42-42100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	406.89
1000-42-42100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	91.80
1000-42-42100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	19.60
1000-50-00000-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	153.82
1000-51-00000-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	23.37
1000-52-52100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	18.28
1000-52-52100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	156.34
1000-52-52100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	182.39
1000-52-52100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	212.56
1000-52-52100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	84.34
1000-52-52100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	35.25
1000-52-52100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	238.67
1000-52-52100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	48.26
1000-52-52100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	91.19
1000-53-53200-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	69.37
1000-53-53400-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	18.85
1000-55-55100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	32.23
1000-55-55300-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	239.05
1000-55-55400-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	674.77
1000-70-70200-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	49.39
1000-71-71100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	65.64
1000-72-00000-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	209.07

1000-75-75100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	55.23
1000-75-75100-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	73.20
1000-12-12100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	20.13
1000-14-14100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	68.78
1000-15-15100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	3.73
1000-17-17100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	11.18
1000-30-30100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	111.11
1000-30-30100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	34.30
1000-41-41100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	2,224.62
1000-41-41100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	321.00
1000-41-41100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	57.44
1000-41-41100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	246.32
1000-42-42100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	554.17
1000-42-42100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	116.03
1000-50-00000-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	52.94
1000-52-52100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	75.97
1000-52-52100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	95.81
1000-52-52100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	109.97
1000-52-52100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	42.87
1000-52-52100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	146.85
1000-52-52100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	78.84
1000-52-52100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	25.73
1000-52-52100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	165.07
1000-52-52100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	106.66
1000-52-52100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	85.00
1000-52-52100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	54.23
1000-53-53200-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	33.92
1000-53-53400-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	47.54
1000-55-55100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	118.18
1000-55-55300-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	301.62
1000-55-55400-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	780.26
1000-70-70200-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	27.40
1000-71-71100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	106.43
1000-72-00000-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	99.00
1000-74-74100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	32.06
1000-75-75100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	128.42
1000-75-75100-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	114.14
1000-00-00000-610039-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	56.52
1000-14-14100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	140.18
1000-17-17100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	19.76
1000-30-30100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	125.52
1000-30-30100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	25.67
1000-41-41100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	2,280.79
1000-41-41100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	242.14
1000-41-41100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	32.88
1000-41-41100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	93.49
1000-41-41100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	230.81
1000-42-42100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	519.96
1000-42-42100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	62.06
1000-42-42100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	40.26
1000-50-00000-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	103.06
1000-51-00000-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	51.53
1000-52-52100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	93.71
1000-52-52100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	64.10
1000-52-52100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	268.09
1000-52-52100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	277.16
1000-52-52100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	86.07
1000-52-52100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	97.16
1000-52-52100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	198.60
1000-52-52100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	222.07
1000-52-52100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	18.17

	1000-53-53200-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	76.50
	1000-53-53400-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	22.54
	1000-55-55300-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	447.43
	1000-55-55400-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	1,176.47
	1000-70-70200-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	20.87
	1000-71-71100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	74.69
	1000-72-00000-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	244.98
	1000-73-73100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	19.76
	1000-75-75100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	98.63
	1000-75-75100-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	44.88
	Total Paid by Vendor					**48,334.07**
DYNAMIC SECURITY INC	1000-41-41100-515370-00000000-	INVONO63099	POP: 10/01/25-10/31/25-MUNICIPAL SECURITY SVC	90009581	1/6/2026	15,083.70
	Total Paid by Vendor					**15,083.70**
ELWOOD STAFFING SERVICES, INC	1000-53-53200-515370-00000000-	3566700	POP: 12/22/25-12/28/25 - TEMP STAFFING FOR PARKING	90009582	1/6/2026	750.00
	1000-52-52100-515370-00000000-	3566493	POP:12/15/25-12/21/25- LM TEMP PERSONNEL	90009582	1/6/2026	3,276.91
	1000-52-52100-515370-00000000-	3566490	POP:12/15/25-12/21/25- LM TEMP PERSONNEL	90009582	1/6/2026	3,764.15
	1000-52-52100-515370-00000000-	3566491	POP:12/15/25-12/21/25- LM TEMP PERSONNEL	90009582	1/6/2026	544.66
	1000-52-52100-515370-00000000-	3566488	POP:12/15/25-12/21/25- LM TEMP PERSONNEL	90009582	1/6/2026	5,537.94
	1000-52-52100-515370-00000000-	3566485	POP:12/15/25-12/21/25- LM TEMP PERSONNEL	90009582	1/6/2026	2,201.58
	1000-52-52100-515370-00000000-	3566484	POP:12/15/25-12/21/25- LM TEMP PERSONNEL	90009582	1/6/2026	368.51
	1000-52-52100-515370-00000000-	3566492	POP:12/15/25-12/21/25- LM TEMP PERSONNEL	90009582	1/6/2026	3,074.10
	1000-52-52100-515370-00000000-	3566363	POP:12/08/25-12/14/25- LM TEMP PERSONNEL	90009582	1/6/2026	346.33
	1000-52-52100-515370-00000000-	3566371	POP: 12/08/25-12/14/25-LM TEMP PERSONNEL	90009582	1/6/2026	3,599.38
	1000-52-52100-515370-00000000-	3566372	POP: 12/08/25-12/14/25 - LM TEMP PERSONNEL	90009582	1/6/2026	5,013.23
	1000-52-52100-515370-00000000-	3566364	POP: 12/08/25-12/14/25 - LM TEMP PERSONNEL	90009582	1/6/2026	2,317.52
	1000-52-52100-515370-00000000-	3566367	POP: 12/08/25-12/14/25 - LM TEMP PERSONNEL	90009582	1/6/2026	8,322.95
	1000-52-52100-515370-00000000-	3566369	POP: 12/08/25-12/14/25 - LM TEMP PERSONNEL	90009582	1/6/2026	4,052.17
	1000-52-52100-515370-00000000-	3566370	POP: 12/08/25-12/14/25 - LM TEMP PERSONNEL	90009582	1/6/2026	730.13
	1000-53-53200-515370-00000000-	3533728	POP: 09/08/25-09/14/25-TEMP STAFFING FOR PARKING	90009643	1/13/2026	750.00
	1000-50-00000-515370-00000000-	3566699	POP: 12/22/25-12/28/25-WAGES FOR TEMP EMPLOYEES	90009643	1/13/2026	616.42
	1000-50-00000-515370-00000000-	3596647	POP: 12/29/25-01/04/26-WAGES FOR TEMP EMPLOYEES	90009643	1/13/2026	545.59
	1000-52-52100-515370-00000000-	3596660	POP: 12/29/25-01/04/26-LM TEMP PERSONNEL	90009643	1/13/2026	3,332.83
	1000-52-52100-515370-00000000-	3596659	POP: 12/29/25-01/04/26-LM TEMP PERSONNEL	90009643	1/13/2026	2,049.47
	1000-52-52100-515370-00000000-	3596658	POP: 12/29/25-01/04/26-LM TEMP PERSONNEL	90009643	1/13/2026	521.92
	1000-52-52100-515370-00000000-	3596657	POP: 12/29/25-01/04/26-LM TEMP PERSONNEL	90009643	1/13/2026	3,106.53
	1000-52-52100-515370-00000000-	3596655	POP: 12/29/25-01/04/26-LM TEMP PERSONNEL	90009643	1/13/2026	4,615.99
	1000-52-52100-515370-00000000-	3566704	POP: 12/22/25-12/28/25-LM TEMP PERSONNEL	90009643	1/13/2026	1,302.93
	1000-52-52100-515370-00000000-	3566707	POP: 12/22/25-12/28/25-LM TEMP PERSONNEL	90009643	1/13/2026	3,114.19
	1000-52-52100-515370-00000000-	3566709	POP: 12/22/25-12/28/25-LM TEMP PERSONNEL	90009643	1/13/2026	2,366.16
	1000-52-52100-515370-00000000-	3566710	POP: 12/22/25-12/28/25-LM TEMP PERSONNEL	90009643	1/13/2026	522.29
	1000-52-52100-515370-00000000-	3566711	POP: 12/22/25-12/28/25-LM TEMP PERSONNEL	90009643	1/13/2026	1,863.80
	1000-52-52100-515370-00000000-	3566712	POP: 12/22/25-12/28/25-LM TEMP PERSONNEL	90009643	1/13/2026	3,339.92
	1000-52-52100-515370-00000000-	3566703	POP: 12/22/25-12/28/25-LM TEMP PERSONNEL	90009643	1/13/2026	516.89
	1000-52-52100-515370-00000000-	3596652	POP: 12/29/25-01/04/26 -LM TEMP PERSONNEL	90009643	1/13/2026	1,038.99
	1000-52-52100-515370-00000000-	3596651	POP: 12/29/25-01/04/26 -LM TEMP PERSONNEL	90009643	1/13/2026	183.98
	1000-53-53200-515370-00000000-	3596648	POP:12/29/25-01/04/26 -TEMP STAFFING FOR PARKING	90009643	1/13/2026	750.00
	Total Paid by Vendor					**74,437.46**
EMERGENCY EQUIPMENT PROFESSIONALS INC	1000-42-42100-513040-00000000-	520700	POP: 09/30/25-SCBA REPAIRS AND AIR SAMPLE Q1	109634	1/6/2026	3,427.14
	1000-42-42100-513040-00000000-	522856	POP:11/24/25-SCBA REPAIRS AND AIR SAMPLE Q1	109634	1/6/2026	1,504.48
	1000-42-42100-513040-00000000-	520487	POP: 09/29/25-SCBA REPAIRS AND AIR SAMPLE Q1	109634	1/6/2026	482.68
	1000-15-15100-513030-00000000-	523623	COM TX 123125/523623	109634	1/6/2026	416.25
	1000-15-15100-513030-00000000-	523625	COM TX 123125/523625	109634	1/6/2026	462.50
	1000-15-15100-513030-00000000-	523626	COM TX 123125/523626	109634	1/6/2026	231.25
	1000-15-15100-513030-00000000-	523628	COM TX 123125/523628	109634	1/6/2026	370.00
	Total Paid by Vendor					**6,894.30**
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	432126	Payroll Run 1 - Warrant 260104	109714	1/7/2026	27,651.00
	Total Paid by Vendor					**27,651.00**
ENGINEERED MAINTENANCE SERVICES	1000-14-14300-513010-00000000-	260760/1	2026 Q1 BLANKET REPAIRS	109766	1/13/2026	46.41
	Total Paid by Vendor					**46.41**
F & B LAW FIRM PC	1000-18-00000-515372-00000000-	23216	POP: 12/22/25-12/30/25 -OUTSIDE LEGAL SERVICES	109636	1/6/2026	3,900.00
	Total Paid by Vendor					**3,900.00**

FASTENAL COMPANY	1000-75-75200-515340-00000000-	ALGO21099	FASTENERS-RON STEPHENS	109768	1/13/2026	600.00
	Total Paid by Vendor					**600.00**
FILTER PRO USA LLC	1000-14-14300-515370-00000000-	14658722	POP: 12/01/25-12/31/25-HVAC FILTER SVCS	90009646	1/13/2026	9,666.01
	Total Paid by Vendor					**9,666.01**
FIRST STOP INC	1000-00-00000-610045-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	109637	1/6/2026	42,836.25
	Total Paid by Vendor					**42,836.25**
FLEET FUELING	1000-41-41100-514010-00000000-	109525632	POP:12/01/25-12/30/25 TRAVEL FUEL CHARGES	109638	1/6/2026	518.19
	Total Paid by Vendor					**518.19**
GALLS LLC	1000-41-41305-515340-00000000-	033505466	OC SPRAY	90009586	1/6/2026	300.50
	1000-41-41305-515340-00000000-	033487941	OC SPRAY	90009586	1/6/2026	102.96
	1000-41-41305-515340-00000000-	033495577	OC SPRAY	90009586	1/6/2026	85.80
	1000-41-41305-515340-00000000-	033502095	OC SPRAY	90009586	1/6/2026	171.60
	1000-41-41305-515340-00000000-	033487880	OC SPRAY	90009586	1/6/2026	634.92
	1000-41-41305-515340-00000000-	033538031	OC SPRAY	90009586	1/6/2026	343.20
	1000-41-41100-515670-00000000-	033583813	CNRT JACKETS	90009586	1/6/2026	89.00
	1000-41-41100-515670-00000000-	033317183	CNRT JACKETS	90009586	1/6/2026	712.00
	1000-41-41306-515670-00000000-	033661024	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	59.84
	1000-41-41306-515670-00000000-	033661023	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	59.84
	1000-41-41306-515670-00000000-	033648038	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	59.84
	1000-41-41306-515670-00000000-	033648037	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	119.68
	1000-41-41306-515670-00000000-	033598991	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	28.13
	1000-41-41306-515670-00000000-	033570804	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	103.20
	1000-41-41306-515670-00000000-	033569044	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	506.32
	1000-41-41306-515670-00000000-	033549224	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	569.89
	1000-41-41306-515670-00000000-	033519222	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	28.46
	1000-41-41306-515670-00000000-	033519221	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	28.46
	1000-41-41306-515670-00000000-	033423747	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	59.84
	1000-41-41306-515670-00000000-	033334577	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	39.14
	1000-41-41306-515670-00000000-	033347471	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	101.76
	1000-41-41306-515670-00000000-	033414819	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	80.81
	1000-41-41306-515670-00000000-	033423746	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	119.68
	1000-41-41306-515670-00000000-	033648036	SAFETY PATROL NEW HIRE UNIFORMS-BLANKET PO	90009647	1/13/2026	57.20
	1000-41-41306-515670-00000000-	033648035	SAFETY PATROL NEW HIRE UNIFORMS-BLANKET PO	90009647	1/13/2026	57.20
	1000-41-41100-515670-00000000-	033583736	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90009647	1/13/2026	94.17
	1000-41-41100-515670-00000000-	033412419	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90009647	1/13/2026	82.23
	1000-41-41306-515670-00000000-	033414820	SAFETY PATROL NEW HIRE UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	27.32
	1000-41-41100-515670-00000000-	033664578	PROMOTIONS/REPLACEMENT UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	79.67
	1000-41-41100-515670-00000000-	033570275	PROMOTIONS/REPLACEMENT UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	292.46
	1000-41-41100-515670-00000000-	033412302	PROMOTIONS/REPLACEMENT UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	549.43
	1000-41-41100-515670-00000000-	033446370	PROMOTIONS/REPLACEMENT UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	40.41
	1000-41-41100-515670-00000000-	033558439	PROMOTIONS/REPLACEMENT UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	31.87
	1000-41-41100-515670-00000000-	033426720	PROMOTIONS/REPLACEMENT UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	497.13
	1000-41-41100-515670-00000000-	033385211	PROMOTIONS/REPLACEMENT UNIFORMS-1ST QTR BLANKET P	90009647	1/13/2026	29.59
	Total Paid by Vendor					**6,243.55**
GOODYEAR SERVICE STORES	1000-15-15100-513030-00000000-	0000042413	COM TX 010726/42413	109769	1/13/2026	1,054.72
	1000-00-00000-140101-00000000-	0000042483	TIRE - PART# 1401990	109769	1/13/2026	2,526.40
	Total Paid by Vendor					**3,581.12**
GORRIE REGAN & ASSOCIATES	1000-53-53200-513010-00000000-	74520	MATERIALS FOR GENERAL REPAIRS- SOLE SOURCE	90009650	1/13/2026	4,420.00
	1000-53-53200-513010-00000000-	74521	POP: 01/02/26 - GENERAL REPAIRS- SOLE SOURCE	90009650	1/13/2026	165.00
	1000-53-53200-513010-00000000-	74356	POP: 12/29/25 - GENERAL REPAIRS- SOLE SOURCE	90009650	1/13/2026	495.00
	1000-17-17100-515070-00000000-	74799	POP:12/30/25-03/30/26 -S.S, PK GARAGE GATES INET.	90009650	1/13/2026	6,921.15
	1000-17-17100-515070-00000000-	74798	POP:09/30/25-12/30/25- S.S, PK GARAGE GATES INET.	90009650	1/13/2026	6,921.15
	Total Paid by Vendor					**18,922.30**
GRAYBAR ELECTRIC COMPANY	1000-14-14300-513010-00000000-	9351533837	LED FIXTURES - LOC# 476	109640	1/6/2026	1,483.26
	Total Paid by Vendor					**1,483.26**
HERITAGE LANDSCAPE SUPPLY GROUP, INC	1000-52-52200-513010-00000000-	0024364085-001	PRODIAMINE FOR SPEICAL EVENTS	90009587	1/6/2026	1,463.40
	Total Paid by Vendor					**1,463.40**
HIGGINBOTHAM INSURANCE AGENCY, INC.	1000-00-00000-140200-00000000-	435409A	POP:10/31/25-10/31/26-ANNUAL-PROPERTY INSURANCE	90009588	1/6/2026	8,402.00
	1000-00-00000-140200-00000000-	435302A	POP: 10/31/25-10/31/26-PROPERTY INSURANCE	90009588	1/6/2026	357.22
	Total Paid by Vendor					**8,759.22**
HILLS PET NUTRITION	1000-50-00000-515160-00000000-	255745700	DOG/CAT FOOD (Q2 BLANKET)	109774	1/13/2026	192.27

	1000-50-00000-515160-00000000-	255745701	DOG/CAT FOOD (Q2 BLANKET)	109774	1/13/2026	197.88
	Total Paid by Vendor					**390.15**
HLP INC	1000-50-00000-515042-00000000-	SIHLP00001705	POP:11/01/25-11/30/25-WEBLICENSING TRANSACTION FEE	90009653	1/13/2026	15.75
	Total Paid by Vendor					**15.75**
HOLSTON GASES INC	1000-30-30600-515340-00000000-	14944M	1ST QUARTER BLANKET FOR C02 FOR PH BALANCING	109642	1/6/2026	330.00
	1000-30-30600-515340-00000000-	15470M	POP: 12/12/25-C02 FOR PH BALANCING	109642	1/6/2026	210.00
	1000-30-30600-515340-00000000-	15277M	POP: 12/19/25-C02 FOR PH BALANCING	109642	1/6/2026	309.60
	1000-14-14100-515700-00000000-	176403	POP: 12/29/25 - PROPANE DELIVERED	109775	1/13/2026	307.59
	1000-42-42100-515340-00000000-	186607	POP: 12/31/25-Q1 FY2026 - O2 AND PROPANE REFILL	109775	1/13/2026	74.79
	1000-30-30600-515340-00000000-	15698M	POP: 12/31/25-FOR C02 FOR PH BALANCING	109775	1/13/2026	478.80
	1000-42-42100-515340-00000000-	197153	POP: 01/07/26 - O2 AND PROPANE REFILL BLANKET	109775	1/13/2026	49.86
	Total Paid by Vendor					**1,760.64**
HUNTSVILLE CITY SCHOOLS	1000-00-00000-610999-00000000-	DIST 2 - ORD 26-11	LEE HS WRESTLING PROGRAM	109776	1/13/2026	2,500.00
	1000-00-00000-610999-00000000-	DIST 2 - ORD 26-11	LEE HS BASKETBALL PROGRAM	109776	1/13/2026	2,500.00
	Total Paid by Vendor					**5,000.00**
HUNTSVILLE EXPRESS WASH LLC	1000-53-53400-515340-00000000-	3526	POP:12/31/25-QTR 1 BLANKET -CAR WASHES FOR PARKING	90009678	1/13/2026	100.00
	Total Paid by Vendor					**100.00**
HUNTSVILLE GLOW, LLC	1000-30-30400-515340-00000000-	12/19/25	POP:12/19/25-BIG SPRING JINGLE-SPECIAL EVENTS	109644	1/6/2026	570.00
	Total Paid by Vendor					**570.00**
HUNTSVILLE PUBLIC LIBRARY	1000-00-00000-633960-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	90009591	1/6/2026	1,408,005.75
	Total Paid by Vendor					**1,408,005.75**
HUNTSVILLE UTILITIES	1000-53-53200-515700-PK1066XX-	653442-122225	POP: 11/17/25-12/16/25- HUNTSVILLE UTILITIES	109646	1/6/2026	16.67
	1000-53-53200-515700-PK1060XX-	653443-122225	POP: 11/17/25-12/16/25 - HUNTSVILLE UTILITIES	109646	1/6/2026	2,940.01
	1000-53-53200-515700-PK1030XX-	161812-122225	POP: 11/17/25-12/15/25 - HUNTSVILLE UTILITIES	109646	1/6/2026	23.74
	1000-53-00000-515700-PK1065XX-	946583-121925	POP: 11/14/25-12/12/25- HUNTSVILLE UTILITIES	109646	1/6/2026	814.24
	1000-53-53200-515700-PK1020XX-	160936-122225	POP:11/17/25-12/16/25 - HSV UTILITIES - SPRINKLER	109646	1/6/2026	77.87
	1000-53-53200-515700-PK1040XX-	106311-122625	POP: 11/18/25-12/17/25 - HSV UTILITIES - SPRINKLER	109646	1/6/2026	77.87
	1000-53-53200-515700-PK1040XX-	106290-122625	POP: 11/18/25-12/16/25 - HUNTSVILLE UTILITIES	109646	1/6/2026	2,866.46
	1000-53-53200-515700-PK1020XX-	105933-122625	POP: 11/18/25-12/16/25 - HUNTSVILLE UTILITIES	109646	1/6/2026	5,403.70
	1000-53-53200-515700-PK1020XX-	106065-122625	POP:11/26/25 -12/17/25- HSV UTILITIES - SPRINKLER	109646	1/6/2026	65.29
	1000-70-70200-515700-00000000-	176735-12/2025	UTILITY @ 620 PEARL AVE (POP 11/20-12/19/25)	109646	1/6/2026	164.19
	1000-53-53200-515700-PK1066XX-	107479-122925	POP: 11/20/25-12/19/25 - HSV UTILITIES	109646	1/6/2026	198.38
	1000-53-53200-515700-PK1064XX-	909455-123025	POP: 11/21/25-12/19/25 - HSV UTILITIES	109777	1/13/2026	181.78
	1000-75-75300-515340-00000000-	6806 WHITESBURG DR	IRRIGATION RELOCATE METER-ADVANCED PMT	109778	1/13/2026	1,635.00
	1000-17-17400-515710-00000000-	1079042-010626	POP:12/01/25-12/31/25- FIBER BOX LEASES TE	109777	1/13/2026	3,650.00
	1000-53-53200-515700-PK1051XX-	885626-122625	POP: 11/18/25-12/17/25 - HSV UTILITIES - GARAGE D	109777	1/13/2026	20.00
	1000-53-53200-515700-PK1051XX-	885630-122625	POP: 11/18/26-12/17/25-HSV UTILITIES - GARAGE D	109777	1/13/2026	182.48
	1000-53-53200-515700-PK1051XX-	885629-122625	POP: 11/18/25-12/17/25-HSV UTILITIES - GARAGE D	109777	1/13/2026	16.67
	1000-53-53200-515700-PK1051XX-	885637-122625	POP: 11/18/25-12/17/25-HSV UTILITIES - GARAGE D	109777	1/13/2026	78.83
	1000-53-53200-515700-PK1051XX-	885632-122625	POP: 11/18/25-12/17/25-HSV UTILITIES - GARAGE D	109777	1/13/2026	728.83
	1000-53-53200-515700-PK1051XX-	885636-122625	POP: 11/18/25-12/16/25-HSV UTILITIES - GARAGE D	109777	1/13/2026	1,963.47
	1000-53-53200-515700-PK1051XX-	885634-122625	POP: 11/18/25-12/17/25-HSV UTILITIES - GARAGE D	109777	1/13/2026	77.87
	1000-53-53200-515700-PK1055XX-	160551-122625	POP: 11/18/25-12/16/25 - HSV UTILITIES	109777	1/13/2026	231.11
	Total Paid by Vendor					**21,414.46**
HUNTSVILLE-MADISON COUNTY SENIOR CENTER INC	1000-00-00000-610085-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	90009592	1/6/2026	110,000.00
	Total Paid by Vendor					**110,000.00**
I2 GROUP, INC	1000-17-17100-515250-00000000-	I2GCT0000181	POP: 12/31/25-12/31/26 12 ANALYST NB SUPPORT	109647	1/6/2026	4,590.00
	Total Paid by Vendor					**4,590.00**
ILENE S SHOEMAKER	1000-12-12100-515370-00000000-	251-123	POP 11/21/25-12/4/25 STENOGRAPHER	109688	1/6/2026	2,183.00
	Total Paid by Vendor					**2,183.00**
IMPERIAL BAG & PAPER CO LLC	1000-14-14310-515310-00000000-	5454017	2026 DECEMBER JANITORIAL SUPPLIES	90009654	1/13/2026	278.00
	Total Paid by Vendor					**278.00**
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-55-55100-515340-00000000-	78446	FY26 Q1 PWS NON-BID ITEMS-BLANKET	109648	1/6/2026	236.97
	1000-55-55100-515340-00000000-	78456	FY26 Q1 PWS NON-BID ITEMS-BLANKET	109648	1/6/2026	228.56
	1000-55-55100-515340-00000000-	78435	FY26 Q1 PWS NON-BID ITEMS-BLANKET	109648	1/6/2026	287.52
	1000-55-55100-515340-00000000-	78247	FY26 Q1 PWS NON-BID ITEMS-BLANKET	109648	1/6/2026	156.01
	1000-55-55100-515340-00000000-	78380	FY26 Q1-BID ITEMS MAINT/CONST BLANKET	109648	1/6/2026	205.08
	1000-55-55100-515340-00000000-	78450	FY26 Q1 PWS NON-BID ITEMS-BLANKET	109648	1/6/2026	1,445.01
	1000-55-55100-515340-00000000-	78477	FY26 Q1 PWS NON-BID ITEMS-BLANKET	109780	1/13/2026	176.12
	1000-55-55100-515340-00000000-	78197	FY26 Q1 PWS NON-BID ITEMS-BLANKET	109780	1/13/2026	5.97
	Total Paid by Vendor					**2,741.24**

INDUSTRIAL DEVELOPMENT BOARD OF CITY OF HUNTSVILLE	1000-00-00000-610130-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	109649	1/6/2026	25,000.00
	Total Paid by Vendor					**25,000.00**
INSIGHT GLOBAL LLC	1000-14-14300-515370-00000000-	11005895770	POP:12/14/25-12/20/25- SECUR CONTROLS TECHNICIAN	109650	1/6/2026	2,400.00
	1000-17-17100-515370-00000000-	11005895769	POP: 12/14/25-12/20/25-FOR TEMPS FOR FY2026 ITS	109650	1/6/2026	2,240.00
	1000-12-12100-515370-00000000-	11005895766	POP: 12/14/25-12/20/25-MC SCANNINGFY26	109650	1/6/2026	1,950.00
	1000-14-14300-515370-00000000-	11005908083	POP:12/21/25-12/27/25-SECURITY CONTROLS TECHNICIAN	109650	1/6/2026	1,440.00
	1000-17-17100-515370-00000000-	11005907943	POP: 12/21/25-12/27/25- FOR TEMPS FOR FY26 ITS	109650	1/6/2026	896.00
	1000-12-12100-515370-00000000-	11005909303	POP:12/21/25-12/27/25- TEMP EMP, MC SCANNING-FY26	109781	1/13/2026	780.00
	1000-17-17100-515370-00000000-	11005923879	POP: 12/28/25-01/03/26-FOR TEMPS FOR FY2026 ITS	109781	1/13/2026	1,876.00
	1000-14-14300-515370-00000000-	11005923880	POP:12/28/25-01/03/26-SECURITY CONTROLS TECHNICIAN	109781	1/13/2026	1,920.00
	1000-12-12100-515370-00000000-	11005923878	POP:12/28/25-01/03/26 CONTRACT EMP-MC SCANNINGFY26	109781	1/13/2026	1,170.00
	Total Paid by Vendor					**14,672.00**
INSIGHT PUBLIC SECTOR	1000-17-17100-515250-00000000-	1101345306	POP: 01/20/26-01/19/27 BLUEBEAM ANNUAL LICENSE GS	109651	1/6/2026	2,782.44
	Total Paid by Vendor					**2,782.44**
INTERNATIONAL DATA BASE CORP	1000-17-17100-515250-00000000-	SSC-IN294967	POP: 01/01/26-12/31/26, 25-844 -SUBSCRIPTION FN	109652	1/6/2026	3,136.35
	Total Paid by Vendor					**3,136.35**
INTERNATIONAL IDENTIFICATION INC	1000-50-00000-515340-00000000-	341151	LIFETIME/ANNUAL LICENSE AND RABIES TAGS FOR 2026	90009655	1/13/2026	4,602.00
	Total Paid by Vendor					**4,602.00**
JAKE MARSHALL SERVICE INC	1000-14-14300-513010-00000000-	HUNTSVILLE-507622	POP: 11/19/25-HONEYWELL HVAC CONTROLS	90009594	1/6/2026	312.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-507619	POP: 12/01/25-HONEYWELL HVAC CONTROLS	90009594	1/6/2026	1,248.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-507616	POP: 12/04/25- HONEYWELL HVAC CONTROLS	90009594	1/6/2026	520.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-507613	POP: 12/12/25-HONEYWELL HVAC CONTROLS	90009594	1/6/2026	624.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-507614	POP: 12/10/25- HONEYWELL HVAC CONTROLS	90009594	1/6/2026	260.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-507612	POP: 10/07/25 -HONEYWELL HVAC CONTROLS	90009594	1/6/2026	572.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-507615	POP: 12/08/25 -ACCESS CONTROL	90009594	1/6/2026	104.00
	Total Paid by Vendor					**3,640.00**
JAMES MONAGHAN	1000-14-14300-513010-00000000-	5899	POP 12/30/25-1/5/26 LANDSCAPE UNIT F DOORS	90009667	1/13/2026	2,380.00
	Total Paid by Vendor					**2,380.00**
JAMES R HALL	1000-15-15100-513030-00000000-	79137	COM TX 123125/79137	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79565	COM TX 123125/79565	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79578	COM TX 123125/79578	90009609	1/6/2026	375.00
	1000-15-15100-513030-00000000-	79619	COM TX 123125/79619	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79620	COM TX 123125/79620	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79624	COM TX 123125/79624	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79624	COM TX 123125/79624	90009609	1/6/2026	72.00
	1000-15-15100-513030-00000000-	79645	COM TX 123125/79645	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79728	COM TX 123125/79728	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79731	COM TX 123125/79731	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79732	COM TX 123125/79732	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79733	COM TX 123125/79733	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79735	COM TX 123125/79735	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79737	COM TX 123125/79737	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79738	COM TX 123125/79738	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79741	COM TX 123125/79741	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79742	COM TX 123125/79742	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79930	COM TX 123125/79930	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79937	COM TX 123125/79937	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79946	COM TX 123125/79946	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79964	COM TX 123125/79964	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79970	COM TX 123125/79970	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79971	COM TX 123125/79971	90009609	1/6/2026	100.00
	1000-15-15100-513030-00000000-	79972	COM TX 123125/79972	90009609	1/6/2026	100.00
	1000-15-15100-513030-00000000-	79975	COM TX 123125/79975	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79978	COM TX 123125/79978	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79980	COM TX 123125/79980	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79981	COM TX 123125/79981	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79985	COM TX 123125/79985	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79988	COM TX 123125/79988	90009609	1/6/2026	300.00
	1000-15-15100-513030-00000000-	79989	COM TX 123125/79989	90009609	1/6/2026	300.00
	1000-15-15100-513030-00000000-	79991	COM TX 123125/79991	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79992	COM TX 123125/79992	90009609	1/6/2026	65.00

	1000-15-15100-513030-00000000-	79993	COM TX 123125/79993	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79995	COM TX 123125/79995	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	79997	COM TX 123125/79997	90009609	1/6/2026	300.00
	1000-15-15100-513030-00000000-	80001	COM TX 123125/80001	90009609	1/6/2026	65.00
	1000-15-15100-513030-00000000-	80004	COM TX 123125/80004	90009609	1/6/2026	65.00
	Total Paid by Vendor					**3,562.00**
JENNIFER PINCKNEY	1000-30-30200-515370-00000000-	J.PINCKNEY 123125	POP: 12/01/25-12/31/25-EXERCISE INSTRUCTOR AT JLC	109782	1/13/2026	75.00
	Total Paid by Vendor					**75.00**
JOEL PARK	1000-41-41250-515790-00000000-	4257	POP: 03/05/26-03/06/26-RIFLE/PISTOL TRAINING CLASS	109783	1/13/2026	5,000.00
	Total Paid by Vendor					**5,000.00**
JOMO'S POWER EQUIPMENT PARTS & SERVICE INC	1000-42-42100-515340-00000000-	256727	CARBIDE BLADES FOR CHAINSAWS	90009595	1/6/2026	1,402.04
	Total Paid by Vendor					**1,402.04**
JORDAN LAMONT LANDERS	1000-74-74400-515020-00000000-	183	POP: 10/29/25-11/28/25-MAP AWARD - RES#25-146	109785	1/13/2026	250.00
	Total Paid by Vendor					**250.00**
KANSAS PAYMENT CENTER	1000-00-00000-210180-00000000-	432145	Payroll Run 1 - Warrant 260104	109723	1/8/2026	306.00
	Total Paid by Vendor					**306.00**
KASEY BECKER	1000-52-52900-515520-00000000-	41145	POP:10/01/25-10/31/25-PORT-A-LET SVCS-HAYS, GS	109654	1/6/2026	85.00
	1000-52-52400-515340-00000000-	41112	POP:10/01/25-10/31/25-PORT-A-LET SVCS-HAYS, GS, CG	109654	1/6/2026	255.00
	1000-53-53200-513010-PK1055XX-	41251	POP: 12/01/25-12/31/25 - PORTA POTTY LOT K	109786	1/13/2026	85.00
	1000-53-53200-513010-PK1055XX-	41192	POP: 11/01/25-11/30/25 - PORTA POTTY LOT K	109786	1/13/2026	85.00
	Total Paid by Vendor					**510.00**
KATHLEEN JUDAH	1000-30-30200-515370-00000000-	K.JUDAH-123125	POP: 12/02/25-12/16/25-EXERCISE INSTRUCTOR AT JLC	90009658	1/13/2026	69.60
	Total Paid by Vendor					**69.60**
KEVIN LOWE	1000-50-00000-515163-00000000-	371447	POP: 12/01/25-12/31/25-LISP & RABIES VOUCHERS	109787	1/13/2026	6,590.00
	1000-50-00000-515163-00000000-	369890	POP: 11/01/25-11/30/25-LISP & RABIES VOUCHERS	109787	1/13/2026	8,660.00
	Total Paid by Vendor					**15,250.00**
KNOLOGY OF HUNTSVILLE	1000-17-17100-515070-00000000-	3367517011225	POP: 12/20/25-01/19/26-FOR WOW SVCS COH	109863	1/13/2026	575.22
	1000-17-17100-515070-00000000-	3233516031225	POP: 12/20/25-01/19/26-FOR WOW SVCS COH	109863	1/13/2026	631.09
	1000-17-17100-515070-00000000-	3254405011225	POP: 12/20/25-01/19/26 -PO FOR WOW SVCS COH	109863	1/13/2026	105.98
	Total Paid by Vendor					**1,312.29**
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	506022848	POP: 12/01/25-12/31/25-COPIER SERVICES	109655	1/6/2026	62.38
	1000-17-17100-515250-00000000-	506022460	POP: 12/01/25-12/31/25-COPIER SERVICES	109655	1/6/2026	149.92
	1000-17-17100-515250-00000000-	506022290	POP: 12/01/25-12/31/25-COPIER SERVICES	109655	1/6/2026	3.28
	1000-17-17100-515250-00000000-	506022571	POP: 12/01/25-12/31/25-COPIER SERVICES	109655	1/6/2026	8.90
	1000-17-17100-515250-00000000-	506022653	POP: 12/01/25-12/31/25-COPIER SERVICES	109655	1/6/2026	23.48
	1000-17-17100-515250-00000000-	506022751	POP: 12/01/25-12/31/25-COPIER SERVICES	109655	1/6/2026	3.28
	1000-17-17100-515250-00000000-	506022656	POP: 12/01/25-12/31/25-COPIER SERVICES	109655	1/6/2026	100.08
	Total Paid by Vendor					**351.32**
KRISTIN A CLARK	1000-30-30200-515370-00000000-	K. CLARK-123125	POP:12/10/25-12/31/25-INSTRUCTOR GROUP(SB)-MARK R	109788	1/13/2026	100.00
	1000-30-30200-515370-00000000-	K. CLARK-123125A	POP: 12/10/25-12/31/25-INSTRUCTOR GROUP(CY)-MARK R	109788	1/13/2026	100.00
	Total Paid by Vendor					**200.00**
LAND TRUST OF NORTH ALABAMA INC	1000-00-00000-610081-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	90009597	1/6/2026	31,250.00
	Total Paid by Vendor					**31,250.00**
LANDSCAPE ASSOCIATES INC	1000-52-52100-515370-00000000-	HM 38449	POP:01/01/26-01/31/26-MID CITY MONTHLY MAINTENANCE	90009660	1/13/2026	4,158.00
	Total Paid by Vendor					**4,158.00**
LANIER FORD SHAVER & PAYNE PC	1000-18-00000-515372-00000000-	273038	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009661	1/13/2026	747.50
	1000-18-00000-515372-00000000-	273041	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009661	1/13/2026	2,697.50
	1000-18-00000-515372-00000000-	273056	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009661	1/13/2026	1,365.00
	1000-18-00000-515372-00000000-	273049	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009661	1/13/2026	187.50
	1000-18-00000-515372-00000000-	273039	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009661	1/13/2026	32.50
	1000-18-00000-515372-00000000-	273054	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009661	1/13/2026	1,105.00
	1000-18-00000-515372-00000000-	273053	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009661	1/13/2026	2,425.00
	1000-18-00000-515372-00000000-	273052	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009661	1/13/2026	490.00
	1000-18-00000-515372-00000000-	273050	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009661	1/13/2026	718.45
	1000-18-00000-515372-00000000-	273036	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009661	1/13/2026	2,025.00
	Total Paid by Vendor					**11,793.45**
LASHEETA CARROLL	1000-30-30200-515370-00000000-	L. CARROL-121825	POP:10/06/25-10/10/25- ART INSTRUCTOR AT OPTIMIST	109789	1/13/2026	250.00
	Total Paid by Vendor					**250.00**
LEE COMPANY	1000-14-14300-513010-00000000-	LEE-001587330	POP: 12/09/25- PLUMBING REPAIRS	109656	1/6/2026	1,484.00
	1000-14-14300-513010-00000000-	LEE-001600928	POP: 12/28/25-PLUMBING REPAIRS	109790	1/13/2026	366.00
	1000-14-14300-513010-00000000-	LEE-001600927	POP: 12/27/25- PLUMBING REPAIRS	109790	1/13/2026	183.00

	1000-14-14300-513010-00000000-	LEE-001603290	POP: 12/31/26- 2026 Q1 BLANKET PLUMBING REPAIRS	109790	1/13/2026	1,564.13
	Total Paid by Vendor					**3,597.13**
LEXISNEXIS RISK SOLUTIONS	1000-70-70200-515370-00000000-	1100241554	POP DEC 25 RISK DATA MANAGEMENT (DEC2025)	109657	1/6/2026	262.98
	Total Paid by Vendor					**262.98**
LUMINOUS VET SERVICES LLC	1000-50-00000-515370-00000000-	1067	POP: 12/01/25-12/31/25-FY26 RELIEF VET SERVICES	90009598	1/6/2026	3,175.00
	Total Paid by Vendor					**3,175.00**
MADISON COUNTY	1000-00-00000-231502-00000000-	DECEMBER 2025	DECEMBER 2025 MONTHLY REPORT	109794	1/13/2026	18,099.56
	Total Paid by Vendor					**18,099.56**
MADISON COUNTY AUTO PARTS INC	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	7.05
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	2,975.48
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	60.72
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	74.61
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	14.10
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	22.32
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	62.41
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	93.76
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	113.17
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	43.80
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	5.94
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	18.05
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	72.61
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	15.24
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	593.46
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	9.48
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	51.65
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	263.27
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	5.06
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	282.60
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	219.88
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	93.80
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	189.70
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	361.52
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	7.72
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	229.37
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	360.00
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	147.54
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	2.23
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	222.42
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	7.05
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	532.37
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	307.98
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	7.05
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	44.30
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	7.05
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	147.54
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	139.99
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	224.29
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	9.14
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	966.61
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	988.00
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	26.58
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	17.05
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	11.56
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	1.34
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	5.54
	1000-15-15100-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	1,821.80
	1000-15-15100-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	13.29
	1000-15-15100-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	9.87
	1000-15-15100-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	5.54
	1000-15-15100-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	282.60
	1000-15-15100-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	189.70

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1000-15-15100-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	58.56
1000-15-15100-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	15.18
1000-15-15100-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	93.80
1000-15-15100-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	189.70
1000-15-15100-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	219.88
1000-15-15100-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	282.60
1000-15-15100-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	370.64
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1000-15-15100-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	4.27
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1000-15-15100-513030-00000000-	278575	NAPA TRX DATE 010226	109659	1/6/2026	16.53
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1000-15-15100-513030-00000000-	278575	NAPA TRX DATE 010226	109659	1/6/2026	74.61
1000-15-15100-513030-00000000-	278575	NAPA TRX DATE 010226	109659	1/6/2026	11.99
1000-15-15100-513030-00000000-	278575	NAPA TRX DATE 010226	109659	1/6/2026	7.05
1000-15-15100-513030-00000000-	278575	NAPA TRX DATE 010226	109659	1/6/2026	171.76
1000-15-15100-513030-00000000-	278575	NAPA TRX DATE 010226	109659	1/6/2026	5.06
1000-15-15100-513030-00000000-	278575	NAPA TRX DATE 010226	109659	1/6/2026	207.42
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1000-15-15100-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	189.70
1000-15-15100-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	282.60
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1000-15-15100-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	324.20
1000-15-15100-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	222.42
1000-15-15100-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	219.88
1000-15-15100-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	93.80
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1000-15-15100-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	470.44

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1000-15-15100-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	171.24
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1000-15-15100-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	218.28
1000-15-15100-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	221.19
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1000-15-15100-513030-00000000-	278794	NAPA TRX DATE 010926	109795	1/13/2026	102.08
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1000-15-15100-513030-00000000-	278794	NAPA TRX DATE 010926	109795	1/13/2026	346.32
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1000-15-15100-513030-00000000-	278794	NAPA TRX DATE 010926	109795	1/13/2026	7.05
1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	7.05
1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	7.05
1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	7.05
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1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	44.04
1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	36.00
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1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	5.54

		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	48.00
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	38.10
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	35.85
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	44.04
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	7.05
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	23.95
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	23.95
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	75.92
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	7.05
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	45.91
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		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	64.27
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		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	5.94
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		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	8.37
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		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	75.94
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		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	94.92
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		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	7.05
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	7.05
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	36.81
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	159.57
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		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	948.00
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		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	45.42
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		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	8.38
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		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	34.00
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		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	19.75
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	15,224.56
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	7.05
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	147.54
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	18.60
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	7.05
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	10.10
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	23.95
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	25.23
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	714.84
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	187.65
		1000-15-15100-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	7.05
		Total Paid by Vendor					**82,525.21**
	MADISON COUNTY CIRCUIT COURT	1000-00-00000-231400-00000000-	DECEMBER 2025	DECEMBER 2025 MONTHLY REPORT	109792	1/13/2026	2,127.89
		1000-00-00000-231401-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109791	1/13/2026	2,127.89
		Total Paid by Vendor					**4,255.78**
	MADISON COUNTY COMMISSION	1000-00-00000-610067-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	109660	1/6/2026	218,250.00
		Total Paid by Vendor					**218,250.00**
	MADISON COUNTY COMMISSION	1000-00-00000-231403-00000000-	DECEMBER 2025	DECEMBER 2025 MONTHLY REPORT	109793	1/13/2026	818.00
		Total Paid by Vendor					**818.00**
	MADISON COUNTY HEALTH DEPT	1000-00-00000-610039-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	109658	1/6/2026	333,022.49

	Total Paid by Vendor					**333,022.49**
MATTHEW DEORAZIO	1000-74-74400-515020-00000000-	196	POP: 01/08/26-10/11/26MAP AWARD - RES#25-146	109796	1/13/2026	750.00
	Total Paid by Vendor					**750.00**
MCCI LLC	1000-12-12100-515376-00000000-	SC26443	POP 11/1/25-11/31/25 MC SCANNING PRJ	109663	1/6/2026	16,388.87
	Total Paid by Vendor					**16,388.87**
MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	432129	Payroll Run 1 - Warrant 260104	109726	1/8/2026	3,693.00
	Total Paid by Vendor					**3,693.00**
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	432141	Payroll Run 1 - Warrant 260104	109727	1/8/2026	332.64
	Total Paid by Vendor					**332.64**
MINISTRY BRANDS, LLC	1000-17-17100-515250-00000000-	136509	POP: 01/01/26-01/31/26-RAPIDCAST OVERAGE COSTS	109798	1/13/2026	567.68
	Total Paid by Vendor					**567.68**
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES	1000-00-00000-210180-00000000-	432140	Payroll Run 1 - Warrant 260104	109728	1/8/2026	113.09
	Total Paid by Vendor					**113.09**
MOBILE COMMUNICATIONS AMERICA INC	1000-17-17100-515070-00000000-	80170034	POP 1/1/26-1/31/26 SSOURCE MCA 400MHZ	90009602	1/6/2026	993.17
	1000-14-14300-513010-00000000-	771000213-1	POP: 08/28/25-FS#17 REMOUNT CEILING SPEAKERS	90009665	1/13/2026	1,110.00
	Total Paid by Vendor					**2,103.17**
MODEL ENVIRONMENT LLC	1000-52-52100-515370-00000000-	INV084	POP 12/03/25-12/13/25 ENCAMPMENT & WATERWY LITTER	90009666	1/13/2026	7,632.50
	1000-52-52100-515370-00000000-	INV085	POP:12/17/25-12/30/25 ENCAMPMENT & WATERWY LITTER	90009666	1/13/2026	6,940.00
	Total Paid by Vendor					**14,572.50**
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	432135	Payroll Run 1 - Warrant 260104	109713	1/7/2026	259,935.18
	Total Paid by Vendor					**259,935.18**
NEXAIR LLC	1000-15-15100-515340-00000000-	0014106481	POP 12/1/25-12/31/25 CYLINDER RENTAL	109666	1/6/2026	812.22
	Total Paid by Vendor					**812.22**
NOMIC NETWORKS, INC.	1000-00-00000-140200-00000000-	38845	POP:12/01/25-11/30/26-SOLE SOURCE SENTINEL SUPPORT	109802	1/13/2026	12,900.00
	Total Paid by Vendor					**12,900.00**
NORTH ALABAMA HOMEBUILDING ACADEMY	1000-00-00000-610058-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	109667	1/6/2026	50,000.00
	Total Paid by Vendor					**50,000.00**
NORTH AMERICA FIRE EQUIPMENT CO INC	1000-42-42100-515050-00000000-	1383874	ROPE, WEBBING, CARABINER	109665	1/6/2026	4,200.87
	1000-42-42100-515340-00000000-	1388402	FLOW METER	109665	1/6/2026	4,840.08
	Total Paid by Vendor					**9,040.95**
OCR WATER & FIRE PROTECTION AUTHORITY	1000-14-14100-515700-00000000-	010-01145-011225	POP 11/18/25-12/18/25 FIRE STATION 19 WATER	109668	1/6/2026	20.05
	1000-14-14100-515700-00000000-	010-01146-011225	POP 11/18/25-12/18/25 FIRE STATION 19 WATER	109668	1/6/2026	339.54
	1000-14-14100-515700-00000000-	010-01147-011225	POP 11/18/25-12/18/25 FIRE STATION 19 WATER	109668	1/6/2026	20.05
	Total Paid by Vendor					**379.64**
OFFICE OF PROSECUTION SERVICES	1000-00-00000-231500-00000000-	PRETRAIL DEC 2025	POP: 12/01/25-12/31/25 - OFFICE OF PROSEC	109809	1/13/2026	217.00
	Total Paid by Vendor					**217.00**
ON LINE INFORMATION SERVICE INC	1000-16-16100-515370-00000000-	13402-0126	POP:01/01/26-01/31/26- QTR 2 - BACKGROUND CHECKS	109805	1/13/2026	137.00
	1000-18-00000-515340-00000000-	133900125	POP 12/1/25-1/31/26 ONLINE COURT SERVICES	109806	1/13/2026	299.50
	Total Paid by Vendor					**436.50**
PARKER TECHNOLOGY LLC	1000-17-17100-515250-00000000-	55115	POP 1/1/26-1/31/26TIBA PARKING GARAGES	109669	1/6/2026	5,740.72
	Total Paid by Vendor					**5,740.72**
PEACE COMMUNICATIONS HUNTSVILLE LLC	1000-17-17100-515070-00000000-	74657	POP 01/01/26 03/31/26 RES 24-79 PUBLIC WIFI QR	90009669	1/13/2026	23,496.50
	1000-17-17100-515070-00000000-	74655	POP 01/01/26 - 03/31/26 PEACE SCADA INTERNET WPC	90009669	1/13/2026	627.89
	Total Paid by Vendor					**24,124.39**
PEN-LINK, LTD	1000-17-17100-515250-00000000-	INVUS-10667	POP 12/1/25-11/30/26 PENLINK SUPPORT SUB	90009606	1/6/2026	2,766.30
	Total Paid by Vendor					**2,766.30**
PFM FINANCIAL ADVISORS LLC	1000-13-13100-515370-00000000-	140330	POP 10/1/25-12/31/25 QRTLY FEES SVCS FOR FY26	90009670	1/13/2026	10,800.00
	Total Paid by Vendor					**10,800.00**
PREMIER ON SITE FLEET SERVICES	1000-15-15100-513030-00000000-	35195	COM TX 010726/35195	90009672	1/13/2026	621.40
	1000-15-15100-513030-00000000-	35195	COM TX 010726/35195	90009672	1/13/2026	275.95
	Total Paid by Vendor					**897.35**
PREMISE HEALTH SYSTEMS INC	1000-16-16300-518040-00000000-	280926	POP 1/1/26-1/31/26 PROGRAM FEES	90009608	1/6/2026	35,740.60
	Total Paid by Vendor					**35,740.60**
PRO ELECTRIC INC	1000-14-14300-513010-00000000-	W43826	POP: 12/10/25-12/12/25-ELECTRICAL REPAIRS	90009673	1/13/2026	3,164.97
	1000-14-14300-513010-00000000-	W43832	POP: 12/23/25-12/24/25- ELECTRICAL REPAIRS	90009673	1/13/2026	187.50
	1000-14-14300-513010-00000000-	W43828	POP: 12/16/25-12/24/25- ELECTRICAL REPAIRS	90009673	1/13/2026	6,437.60
	1000-14-14300-513010-00000000-	W43829	POP: 12/16/25-12/24/25 - ELECTRICAL REPAIRS	90009673	1/13/2026	1,040.10
	Total Paid by Vendor					**10,830.17**
PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	103223	POP 12/10/25 2026 Q1 BLANKET HVAC REPAIRS	90009674	1/13/2026	170.00
	1000-14-14300-513010-00000000-	103220	POP:11/14/25-12/9/25 HVAC REPAIRS	90009674	1/13/2026	4,453.48
	1000-14-14300-513010-00000000-	103236	POP 12/12/25 HVAC REPAIRS	90009674	1/13/2026	1,187.02

	1000-14-14300-513010-00000000-	103244	POP 12/15/25 HVAC REPAIRS	90009674	1/13/2026	406.78
	Total Paid by Vendor					**6,217.28**
PROFESSIONAL SALES GROUP OF NORTH ALABAMA	1000-52-52500-515340-00000000-	23214	SMALL CLASS 3 SAFETY VEST - WEST	109808	1/13/2026	300.00
	Total Paid by Vendor					**300.00**
PROPST PROPERTIES LLC	1000-53-53200-515700-PK1030XX-	UTIL-DECEMBER -2025	POP 12/1/25-12/31/25 MONTHLY UTILITY REIM	109671	1/6/2026	1,563.84
	Total Paid by Vendor					**1,563.84**
PROVETLOGIC LLC	1000-50-00000-515161-00000000-	654476	DOG/CAT BOWL SANITIZER	109672	1/6/2026	85.47
	Total Paid by Vendor					**85.47**
PSYCHOLOGICAL RESOURCES	1000-16-16100-515370-00000000-	2601075	POP 12/29/25-12/31/25 PSYCHOLOGICAL EVALUATIONS	109673	1/6/2026	770.00
	Total Paid by Vendor					**770.00**
QUALITY CREATIVE LANDSCAPING OF HUNTSVILLE LLC	1000-52-52100-515370-00000000-	14413	POP:01/01/26-01/31/26 LANDSCAPE SVC MARK RUSSELL	109810	1/13/2026	595.00
	1000-52-52100-515370-00000000-	13788	POP:12/01/25-12/31/25 LANDSCAPE SVC MARK RUSSELL	109810	1/13/2026	595.00
	Total Paid by Vendor					**1,190.00**
REFUND PAYMENTS	1000-00-00000-110008-00000000-	25T0018326/27/33/41		109817	1/13/2026	1,111.00
	1000-00-00000-110008-00000000-	11162680/24T0005547		109680	1/6/2026	1,300.00
	1000-72-00000-410200-00000000-	REFUND #11597	BUILDING REFUND TP # 11597	109678	1/6/2026	551.31
	1000-00-00000-110008-00000000-	REF 25T0013507/3512		109825	1/13/2026	1,293.00
	1000-00-00000-110008-00000000-	REF 25T0024233-36		109814	1/13/2026	1,108.00
	1000-00-00000-110008-00000000-	REF 25T0021099		109823	1/13/2026	108.00
	1000-30-30201-422109-00000000-	REFUND #97413862	RND# 97413862 FOR EVENT DUE TO WEATHER	109677	1/6/2026	100.00
	1000-41-41100-515340-00000000-	REFUND #366089	BODY-WORN CAMERA VIDEO FOOTAGE	109676	1/6/2026	50.00
	1000-00-00000-110008-00000000-	REF 24T0012899/8682	REFUND BOND ON CASES# 24T0012899 & 24T0018682	109679	1/6/2026	618.00
	1000-00-00000-110008-00000000-	REF 10958812		109831	1/13/2026	500.00
	1000-00-00000-110008-00000000-	REF 24T0032749		109826	1/13/2026	20.00
	1000-00-00000-110008-00000000-	REF 24T0012534		109813	1/13/2026	500.00
	1000-00-00000-110008-00000000-	REF 10872970		109830	1/13/2026	1,000.00
	1000-00-00000-110008-00000000-	REF 11088542		109824	1/13/2026	50.00
	1000-00-00000-110008-00000000-	REF 24T0022141		109819	1/13/2026	1,000.00
	1000-00-00000-110008-00000000-	REF 24OV000053/3327		109815	1/13/2026	385.00
	1000-00-00000-130205-00000000-	REFUND 60850	REFUND FOR TP 60850	109828	1/13/2026	50.00
	1000-00-00000-130205-00000000-	REFUND 69455	REFUND TP 69455	109829	1/13/2026	50.80
	1000-12-00000-410100-00000000-	REFUND #7105	REFUND #7105 BL REFUND	109821	1/13/2026	150.00
	1000-12-00000-410100-00000000-	REFUND #18734	REFUND #18734 BL REFUND	109820	1/13/2026	295.34
	1000-00-00000-130205-00000000-	REFUND #55373	REFUND#55373 WAIVED PENALTY FOR MAY 25	109818	1/13/2026	452.16
	1000-00-00000-130205-00000000-	REFUND #48908	REFUND #48908 WAIVED PENALTY FOR SEPT 2025	109816	1/13/2026	146.46
	1000-00-00000-130205-00000000-	REFUND #72018	REFUND #72018 FOR OVERPAYMENT FOR OCT 25	109812	1/13/2026	341.43
	1000-00-00000-130205-00000000-	REFUND #23289	REFUND #23289 TAXES PD IN ERROR FOR JUNE-JULY 24	109811	1/13/2026	7,139.22
	1000-00-00000-130205-00000000-	REFUND 73651	REFUND FOR TP 73651	109827	1/13/2026	50.00
	1000-00-00000-130205-00000000-	REFUND #76226	REFUND #76226 WAIVED PENALTY	109822	1/13/2026	100.00
	Total Paid by Vendor					**18,469.72**
REPUBLIC SERVICES INC	1000-52-52200-515730-00000000-	0979-001199328	POP 12/1/25-12/31/25 LM STREET SWEEPING	109833	1/13/2026	9,414.52
	Total Paid by Vendor					**9,414.52**
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	432131	Payroll Run 1 - Warrant 260104	109715	1/7/2026	1,535,905.74
	Total Paid by Vendor					**1,535,905.74**
RP MEDIA	1000-10-10200-515010-00000000-	0126	POP 1/1/26-2/1/26 DIGITAL BILLBOARD	109683	1/6/2026	1,200.00
	1000-10-10200-515010-00000000-	1125	POP 11/1/25-12/1/25 DIGITAL BILLBOARD	109836	1/13/2026	1,200.00
	Total Paid by Vendor					**2,400.00**
S & S FIRESTONE INC	1000-15-15100-513030-00000000-	4230027967	COM TX 123125/4230027967	90009568	1/6/2026	85.00
	1000-15-15100-513030-00000000-	4230027967	COM TX 123125/4230027967	90009568	1/6/2026	130.00
	1000-15-15100-513030-00000000-	4230027967	COM TX 123125/4230027967	90009568	1/6/2026	7.00
	1000-15-15100-513030-00000000-	4230027967	COM TX 123125/4230027967	90009568	1/6/2026	2,217.62
	1000-15-15100-513030-00000000-	4230027967	COM TX 123125/4230027967	90009568	1/6/2026	60.00
	1000-15-15100-513030-00000000-	4230027968	COM TX 123125/4230027968	90009568	1/6/2026	85.00
	1000-15-15100-513030-00000000-	4230027968	COM TX 123125/4230027968	90009568	1/6/2026	56.00
	1000-15-15100-513030-00000000-	4230027968	COM TX 123125/4230027968	90009568	1/6/2026	724.50
	1000-15-15100-513030-00000000-	4230028060	COM TX 123125/4230028060	90009568	1/6/2026	85.00
	1000-15-15100-513030-00000000-	4230028060	COM TX 123125/4230028060	90009568	1/6/2026	65.00
	1000-15-15100-513030-00000000-	4230028060	COM TX 123125/4230028060	90009568	1/6/2026	57.00
	1000-15-15100-513030-00000000-	4230028061	COM TX 123125/4230028061	90009568	1/6/2026	59.00
	1000-15-15100-513030-00000000-	4230028085	COM TX 123125/4230028085	90009568	1/6/2026	85.00
	1000-15-15100-513030-00000000-	4230028085	COM TX 123125/4230028085	90009568	1/6/2026	15.00

	1000-15-15100-513030-00000000-	4230028085	COM TX 123125/4230028085	90009568	1/6/2026	109.00
	1000-15-15100-513030-00000000-	4230028085	COM TX 123125/4230028085	90009568	1/6/2026	6.00
	1000-15-15100-513030-00000000-	4230028024	COM TX 010726/4230028024	90009635	1/13/2026	15.00
	1000-15-15100-513030-00000000-	4230028024	COM TX 010726/4230028024	90009635	1/13/2026	89.00
	1000-15-15100-513030-00000000-	4230028024	COM TX 010726/4230028024	90009635	1/13/2026	105.00
	1000-15-15100-513030-00000000-	4230028217	COM TX 010726/4230028217	90009635	1/13/2026	85.00
	1000-15-15100-513030-00000000-	4230028217	COM TX 010726/4230028217	90009635	1/13/2026	224.00
	1000-15-15100-513030-00000000-	4230028217	COM TX 010726/4230028217	90009635	1/13/2026	2,400.00
	1000-15-15100-513030-00000000-	4230028220	COM TX 010726/4230028220	90009635	1/13/2026	85.00
	1000-15-15100-513030-00000000-	4230028220	COM TX 010726/4230028220	90009635	1/13/2026	28.00
	1000-00-00000-140101-00000000-	4230028242	TIRE - PART# 1400358	90009635	1/13/2026	507.56
	Total Paid by Vendor					**7,384.68**
SAFETY ENVIRONMENTAL LABORATORIES	1000-14-14300-513010-00000000-	2025-3635	POP 12/23/25 - ASBESTOS	109838	1/13/2026	80.00
	Total Paid by Vendor					**80.00**
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	135437	2026 Q1 SPECIFIC ELECTRICAL ITEMS	90009610	1/6/2026	69.00
	1000-14-14300-513010-00000000-	135430	2026 Q1 BLANKET - MISC ELECTRICAL ITEMS	90009610	1/6/2026	2,233.92
	1000-14-14300-513010-00000000-	135442	2026 Q1 BLANKET - MISC ELECTRICAL ITEMS	90009610	1/6/2026	274.62
	1000-14-14300-513010-00000000-	135470	2026 Q1 BLANKET - MISC ELECTRICAL ITEMS	90009610	1/6/2026	308.76
	1000-14-14300-513010-00000000-	135494	2026 Q2 BLANKET - SPECIFIC ELECTRICAL MATERIALS	90009676	1/13/2026	59.80
	1000-14-14300-513010-00000000-	135526	2026 Q2 BLANKET - MISC ELECTRICAL MATERIALS	90009676	1/13/2026	5.87
	1000-14-14300-513010-00000000-	135530	2026 Q2 BLANKET - MISC ELECTRICAL MATERIALS	90009676	1/13/2026	108.86
	1000-14-14300-513010-00000000-	135532	2026 Q2 BLANKET - MISC ELECTRICAL MATERIALS	90009676	1/13/2026	62.38
	Total Paid by Vendor					**3,123.21**
SERVICEWEAR APPAREL	1000-15-15100-515670-00000000-	0058838373	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009611	1/6/2026	236.52
	1000-15-15100-515670-00000000-	0058838375	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009611	1/6/2026	80.49
	1000-50-00000-515670-00000000-	0058838374	FY 26 UNIFORMS - ANIMAL SERVICES (BLANKET)	90009611	1/6/2026	46.71
	1000-50-00000-515670-00000000-	0058838376	FY 26 UNIFORMS - ANIMAL SERVICES (BLANKET)	90009611	1/6/2026	78.42
	1000-71-71300-515670-00000000-	0058822390	UNIFORMS-ENGINEERING (BLANKET)	90009611	1/6/2026	170.75
	1000-71-71300-515670-00000000-	0058822395	UNIFORMS-ENGINEERING (BLANKET)	90009611	1/6/2026	20.74
	1000-71-71300-515670-00000000-	0058830581	UNIFORMS-ENGINEERING (BLANKET)	90009611	1/6/2026	256.49
	1000-71-71300-515670-00000000-	0058822396	UNIFORMS-ENGINEERING (BLANKET)	90009611	1/6/2026	289.68
	1000-71-71300-515670-00000000-	0058822391	UNIFORMS-ENGINEERING (BLANKET)	90009611	1/6/2026	216.20
	1000-71-71300-515670-00000000-	0058810074	UNIFORMS-ENGINEERING (BLANKET)	90009611	1/6/2026	215.58
	1000-51-00000-515670-00000000-	0058838393	UNIFORMS FOR CEMETERY DEPT/ANNUAL BLANKET PO	90009611	1/6/2026	185.14
	1000-51-00000-515670-00000000-	0058838394	UNIFORMS FOR CEMETERY DEPT/ANNUAL BLANKET PO	90009611	1/6/2026	215.71
	1000-15-15100-515670-00000000-	0058799655	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009611	1/6/2026	131.74
	1000-30-30100-515670-00000000-	0058838379	FY26 UNIFORMS BLANKET	90009611	1/6/2026	27.11
	1000-30-30100-515670-00000000-	0058832399	FY26 UNIFORMS BLANKET	90009611	1/6/2026	93.73
	1000-30-30100-515670-00000000-	0058822397	FY26 UNIFORMS BLANKET	90009611	1/6/2026	39.57
	1000-30-30100-515670-00000000-	0058779855	FY26 UNIFORMS BLANKET	90009611	1/6/2026	117.92
	1000-30-30100-515670-00000000-	0058779856	FY26 UNIFORMS BLANKET	90009611	1/6/2026	132.91
	1000-30-30100-515670-00000000-	0058768879	FY26 UNIFORMS BLANKET	90009611	1/6/2026	104.38
	1000-30-30100-515670-00000000-	0058822392	FY26 UNIFORMS BLANKET	90009611	1/6/2026	184.87
	1000-30-30100-515340-00000000-	0058838384	FY26 UNIFORMS BLANKET	90009611	1/6/2026	7.50
	1000-30-30100-515670-00000000-	0058838384	FY26 UNIFORMS BLANKET	90009611	1/6/2026	39.21
	1000-30-30100-515670-00000000-	0058838392	FY26 UNIFORMS BLANKET	90009611	1/6/2026	131.18
	1000-30-30100-515670-00000000-	0058768880	FY26 UNIFORMS BLANKET	90009611	1/6/2026	159.48
	1000-30-30100-515670-00000000-	0058790570	FY26 UNIFORMS BLANKET	90009611	1/6/2026	104.38
	1000-30-30100-515670-00000000-	0058838381	FY26 UNIFORMS BLANKET	90009611	1/6/2026	78.42
	1000-30-30100-515670-00000000-	0058838385	FY26 UNIFORMS BLANKET	90009611	1/6/2026	105.53
	1000-30-30100-515670-00000000-	0058822393	FY26 UNIFORMS BLANKET	90009611	1/6/2026	185.00
	1000-30-30100-515340-00000000-	0058822394	FY26 UNIFORMS BLANKET	90009611	1/6/2026	7.50
	1000-30-30100-515670-00000000-	0058822394	FY26 UNIFORMS BLANKET	90009611	1/6/2026	25.86
	1000-30-30100-515670-00000000-	0058838383	FY26 UNIFORMS BLANKET	90009611	1/6/2026	80.49
	1000-30-30100-515670-00000000-	0058838382	FY26 UNIFORMS BLANKET	90009611	1/6/2026	91.66
	1000-15-15100-515670-00000000-	0058848248	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009611	1/6/2026	54.22
	1000-15-15100-515670-00000000-	0058848251	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009611	1/6/2026	245.44
	1000-15-15100-515670-00000000-	0058848243	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009611	1/6/2026	93.47
	1000-15-15100-515670-00000000-	0058848242	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009611	1/6/2026	249.47
	1000-15-15100-515670-00000000-	0058848239	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009611	1/6/2026	54.26
	1000-15-15100-515670-00000000-	0058848241	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009611	1/6/2026	39.21

	1000-15-15100-515670-00000000-	0058848240	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009611	1/6/2026	21.30
	1000-15-15100-515670-00000000-	0058848252	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009611	1/6/2026	20.74
	1000-75-75200-515670-00000000-	0058848246	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009677	1/13/2026	297.50
	1000-75-75300-515670-00000000-	0058848245	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009677	1/13/2026	107.60
	1000-75-75300-515670-00000000-	0058848247	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009677	1/13/2026	158.91
	1000-50-00000-515670-00000000-	0058838369	FY 26 UNIFORMS - ANIMAL SERVICES (BLANKET)	90009611	1/6/2026	42.60
	1000-14-14300-515670-00000000-	0058838380	UNIFORMS- GENERAL SERVICES (BLANKET)	90009611	1/6/2026	58.44
	1000-14-14300-515670-00000000-	0058838378	UNIFORMS- GENERAL SERVICES (BLANKET)	90009611	1/6/2026	39.21
	1000-14-14300-515670-00000000-	0058838377	UNIFORMS- GENERAL SERVICES (BLANKET)	90009611	1/6/2026	119.70
	1000-14-14310-515670-00000000-	0058838372	UNIFORMS- GENERAL SERVICES (BLANKET)	90009611	1/6/2026	39.21
	1000-14-14310-515670-00000000-	0058745186	WASH WITH CM 559813	90009677	1/13/2026	58.84
	1000-14-14300-515670-00000000-	0058838370	UNIFORMS- GENERAL SERVICES (BLANKET)	90009611	1/6/2026	119.70
	1000-14-14300-515670-00000000-	0058799651	UNIFORMS- GENERAL SERVICES (BLANKET)	90009611	1/6/2026	39.21
	1000-14-14310-515670-00000000-	0058838371	UNIFORMS- GENERAL SERVICES (BLANKET)	90009677	1/13/2026	66.32
	1000-14-14320-515670-00000000-	0058838386	UNIFORMS- GENERAL SERVICES (BLANKET)	90009611	1/6/2026	78.42
	1000-13-13100-515340-00000000-	0058867988	BLANKLET PO-UNIFORMS-FINANCE REVENUE AUDIT	90009611	1/6/2026	209.23
	1000-50-00000-515670-00000000-	0058866755	FY 26 UNIFORMS - ANIMAL SERVICES (BLANKET)	90009611	1/6/2026	59.26
	1000-51-00000-515670-00000000-	0058870363	UNIFORMS FOR CEMETERY DEPT/ANNUAL BLANKET PO	90009611	1/6/2026	152.14
	1000-51-00000-515670-00000000-	0058870364	UNIFORMS FOR CEMETERY DEPT/ANNUAL BLANKET PO	90009611	1/6/2026	105.32
	1000-30-30100-515670-00000000-	0058875201	FY26 UNIFORMS BLANKET	90009677	1/13/2026	65.90
	1000-30-30100-515670-00000000-	0058875200	FY26 UNIFORMS BLANKET	90009677	1/13/2026	91.29
	1000-30-30100-515670-00000000-	0058875191	FY26 UNIFORMS BLANKET	90009677	1/13/2026	176.76
	1000-30-30100-515670-00000000-	0058875199	FY26 UNIFORMS BLANKET	90009677	1/13/2026	104.38
	1000-30-30100-515670-00000000-	0058875198	FY26 UNIFORMS BLANKET	90009677	1/13/2026	39.10
	1000-30-30100-515340-00000000-	0058875197	FY26 UNIFORMS BLANKET	90009677	1/13/2026	7.50
	1000-30-30100-515670-00000000-	0058875197	FY26 UNIFORMS BLANKET	90009677	1/13/2026	93.73
	1000-30-30100-515340-00000000-	0058875196	FY26 UNIFORMS BLANKET	90009677	1/13/2026	7.50
	1000-30-30100-515670-00000000-	0058875196	FY26 UNIFORMS BLANKET	90009677	1/13/2026	26.48
	1000-51-00000-515670-00000000-	0058875192	UNIFORMS FOR CEMETERY DEPT/ANNUAL BLANKET PO	90009677	1/13/2026	153.20
	1000-30-30100-515670-00000000-	0058866747	FY26 UNIFORMS BLANKET	90009677	1/13/2026	39.21
	1000-50-00000-515670-00000000-	0058875190	FY 26 UNIFORMS - ANIMAL SERVICES (BLANKET)	90009677	1/13/2026	237.08
	1000-14-14300-515670-00000000-	0058866664	UNIFORMS- GENERAL SERVICES (BLANKET)	90009677	1/13/2026	29.06
	1000-75-75300-515670-00000000-	0058858023	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009677	1/13/2026	199.45
	1000-70-70200-515670-00000000-	0058890997	UNIFORMS - COMM. DEV (ANNUAL BLANKET PO)	90009677	1/13/2026	43.74
	1000-75-75300-515670-00000000-	0058882339	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009677	1/13/2026	149.98
	1000-75-75300-515670-00000000-	0058838388	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009677	1/13/2026	39.21
	1000-75-75200-515670-00000000-	0058838389	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009677	1/13/2026	235.26
	1000-75-75200-515670-00000000-	0058890999	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009677	1/13/2026	270.75
	1000-14-14310-515670-00000000-	00559813	CREDIT FOR INVOICE 0058745186	90009677	1/13/2026	-58.84
	1000-14-14310-515670-00000000-	00559802	CREDIT FOR INVOICE 0058726489	90009677	1/13/2026	-58.84
	1000-50-00000-515670-00000000-	0058900155	FY 26 UNIFORMS - ANIMAL SERVICES (BLANKET)	90009677	1/13/2026	60.74
	1000-50-00000-515670-00000000-	0058882355	FY 26 UNIFORMS - ANIMAL SERVICES (BLANKET)	90009677	1/13/2026	13.24
	1000-53-53300-515670-00000000-	0058882341	PARKING UNIFORMS - BLANKET PO	90009677	1/13/2026	168.78
	1000-53-53300-515670-00000000-	0058875193	PARKING UNIFORMS - BLANKET PO	90009677	1/13/2026	73.40
	1000-53-53300-515670-00000000-	0058882342	PARKING UNIFORMS - BLANKET PO	90009677	1/13/2026	139.76
	Total Paid by Vendor					**8,738.41**
SHATTUCK PAINTING	1000-14-14300-513010-00000000-	7586	POP 10/24/25-12/18/25 PAINTING KIDS SPACE PARK	109687	1/6/2026	4,731.99
	1000-14-14300-513010-00000000-	7594	POP 12/2/25-1/6/26 PAINTING MAX LUTHER	109841	1/13/2026	5,681.31
	Total Paid by Vendor					**10,413.30**
SHERWIN-WILLIAMS CO	1000-75-75200-515340-00000000-	9235-4	PARTS FOR STIPER-BRAD BOGGUS	109842	1/13/2026	461.17
	Total Paid by Vendor					**461.17**
SHI INTERNATIONAL CORP	1000-17-17300-520200-00000000-	CR-1031077	CREDIT B20280424 MS LICENSES	109843	1/13/2026	-4,085.85
	1000-17-17300-520200-00000000-	B20280424	POP 9/19/25-4/30/26 MS LICENSES	109843	1/13/2026	4,085.85
	1000-41-41110-515340-00000000-	B20660866	POP 12/30/25-7/27/26 ADOBE PHOTOSHOP LICENSES	109843	1/13/2026	556.98
	Total Paid by Vendor					**556.98**
SHOWER UP	1000-00-00000-610999-00000000-	DIST 2 - ORD 26-11	ONE-TIME APPOPRIATION FOR DIST 2 RES 26-11	109844	1/13/2026	5,000.00
	Total Paid by Vendor					**5,000.00**
SIMPLE HELIX LLC	1000-17-17100-515460-00000000-	108805	POP 01/01/26-01/31/26 DATA CENTER SERVICES	109689	1/6/2026	7,577.44
	Total Paid by Vendor					**7,577.44**
SIRCHIE ACQUISITION COMPANY LLC	1000-41-41100-515340-00000000-	0724757-IN	DRUG TEST KITS	109845	1/13/2026	1,229.16
	1000-41-41100-515340-00000000-	0726024-IN	DRUG TEST KITS	109845	1/13/2026	1,196.00

	Total Paid by Vendor					**2,425.16**
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52200-513010-00000000-	161437926-001	DISTYLIUM & RHODODENDRON SHRUBS - SE	109690	1/6/2026	304.24
	Total Paid by Vendor					**304.24**
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	432137	Payroll Run 1 - Warrant 260104	109724	1/8/2026	677.15
	Total Paid by Vendor					**677.15**
SOLID WASTE DISPOSAL AUTHORITY	1000-50-00000-515340-00000000-	T1009116	POP 12/1/25-12/31/25 SOLID WASTE DISP	90009612	1/6/2026	130.89
	1000-52-52200-515730-00000000-	T1009109	POP 12/1/25-12/31/25 LANDFILL TIPPING FEES	90009612	1/6/2026	1,185.31
	1000-52-52500-515730-00000000-	T1009110	POP 12/1/25-12/31/25 LANDFILL TIPPING FEES	90009612	1/6/2026	13.50
	1000-52-52500-515730-00000000-	T1009112	POP 12/1/25-12/31/25 LANDFILL TIPPING FEES	90009612	1/6/2026	433.58
	1000-52-52700-515730-00000000-	T1009113	POP 12/1/25-12/31/25 LANDFILL TIPPING FEES	90009612	1/6/2026	316.42
	1000-52-52300-515730-00000000-	T1009114	POP 12/1/25-12/31/25 LANDFILL TIPPING FEES	90009612	1/6/2026	772.52
	1000-52-52200-515730-00000000-	T1009115	POP 12/1/25-12/31/25 LANDFILL TIPPING FEES	90009612	1/6/2026	439.20
	1000-70-70200-515730-00000000-	T1009099	DUMP FEES (POP DEC 2025)	90009612	1/6/2026	25.58
	1000-55-55300-515730-00000000-	T1009108	POP 12/1/25-12/31/25 PWS TIPPING FEE	90009680	1/13/2026	1,068.42
	1000-55-55400-515730-00000000-	T1009108	POP 12/1/25-12/31/25 PWS TIPPING FEE	90009680	1/13/2026	209.02
	Total Paid by Vendor					**4,594.44**
SON MEDIA GROUP	1000-74-74100-515340-00000000-	6998	POP:12/03/25 PUBLIC NOTICES IN SPEAKING OUT	109693	1/6/2026	65.50
	Total Paid by Vendor					**65.50**
SOUTHERN COMMUNICATIONS INC	1000-17-17100-515070-00000000-	1941019	POP 1/1/26-1/31/26 O&M LTE ACCT #11027909	109691	1/6/2026	16,000.00
	1000-17-17100-515070-00000000-	REG20260000470675	PoP 01-01-2026 - 01-31-2026 SOTHRNLINC PTT	109691	1/6/2026	3,059.28
	Total Paid by Vendor					**19,059.28**
SOUTHERN LANDSCAPE & LAWN CARE INC	1000-52-52100-515370-00000000-	50-85634	POP 1/1/26-1/31/26 LAWN CARE SVC	90009613	1/6/2026	30,240.11
	Total Paid by Vendor					**30,240.11**
SOUTHERN TIRE MART LLC	1000-00-00000-140101-00000000-	2240046198	TIRE - PART# 1401978 1401979	109692	1/6/2026	2,185.00
	1000-00-00000-140101-00000000-	2240046333	TIRE - PART# 1401978	109692	1/6/2026	1,980.00
	Total Paid by Vendor					**4,165.00**
STANARD & ASSOCIATES INC	1000-16-16100-515370-00000000-	SA000063137	POP 2/10/26 LIEUTENANT EXAM FEES	109847	1/13/2026	425.00
	1000-16-16100-515370-00000000-	SA000063061	POP 2/17/26 PROMOPROCESS FOR POLICE	109847	1/13/2026	3,615.00
	Total Paid by Vendor					**4,040.00**
STAPLES INC	1000-30-30100-515340-00000000-	6050565935	OFFICE SUPPLIES - REPLENISH THE SUPPLY ROOM-ADMIN	90009614	1/6/2026	264.59
	1000-30-30100-515340-00000000-	6050565947	OFFICE SUPPLIES - REPLENISH THE SUPPLY ROOM-ADMIN	90009614	1/6/2026	10.99
	1000-30-30100-515340-00000000-	6050565978	OFFICE SUPPLIES - REPLENISH THE SUPPLY ROOM-ADMIN	90009614	1/6/2026	211.72
	1000-50-00000-515340-00000000-	6052250563	PORTABLE FILE BOX FOR EVENTS	90009614	1/6/2026	11.02
	1000-13-13100-515340-00000000-	6052250561	SUPPLIES FOR STOCK	90009614	1/6/2026	26.16
	1000-50-00000-515340-00000000-	6052250558	BATTERIES FOR THERMOMETERS	90009614	1/6/2026	60.75
	1000-13-13100-515340-00000000-	6052250556	SUPPLIES FOR STOCK	90009614	1/6/2026	15.55
	1000-52-52100-515340-00000000-	6052250549	DESK CALENDARS & MEMO PADS - ADMIN	90009614	1/6/2026	55.14
	1000-52-52600-515340-00000000-	6052250549	DESK CALENDARS & MEMO PADS - ADMIN	90009614	1/6/2026	18.00
	1000-14-14300-513010-00000000-	6052250545	STENO NOTE PADS 12 PK 80 SHEETS TRS9940/TRS5819	90009614	1/6/2026	62.76
	1000-42-42100-515340-00000000-	6052788461	OFFICE SUPPLIES	90009681	1/13/2026	40.98
	1000-13-13100-515340-00000000-	6052788418	SUPPLIES FOR STOCK	90009681	1/13/2026	269.72
	1000-70-70200-515340-00000000-	6052788450	OFFICE SUPPLIES-CODE ENFORCEMENT	90009681	1/13/2026	62.12
	Total Paid by Vendor					**1,109.50**
STATE OF ALABAMA FINANCE DEPARTMENT	1000-00-00000-240530-00000000-	DECEMBER 2025 FEE	AL CONSTRUCTION IND CRAFT TRAINING FEE	109850	1/13/2026	126,825.00
	1000-00-00000-231200-00000000-	DECEMBER 2025	DECEMBER 2025 MONTHLY REPORT	109848	1/13/2026	3,230.00
	1000-00-00000-231201-00000000-	DECEMBER 2025	DECEMBER 2025 MONTHLY REPORT	109848	1/13/2026	10,200.00
	1000-00-00000-231202-00000000-	DECEMBER 2025	DECEMBER 2025 MONTHLY REPORT	109848	1/13/2026	170.00
	1000-00-00000-231101-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109849	1/13/2026	17,687.94
	1000-00-00000-231101-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109849	1/13/2026	3,199.00
	1000-00-00000-231102-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109849	1/13/2026	6,239.00
	1000-00-00000-231103-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109849	1/13/2026	1,725.00
	1000-00-00000-231104-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109849	1/13/2026	1,160.00
	1000-00-00000-231105-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109849	1/13/2026	1,566.33
	1000-00-00000-231106-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109849	1/13/2026	105.00
	1000-00-00000-231107-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109849	1/13/2026	2,926.75
	1000-00-00000-231108-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109849	1/13/2026	10,276.30
	1000-00-00000-231109-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109849	1/13/2026	2,176.00
	1000-00-00000-231110-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109849	1/13/2026	297.00
	1000-00-00000-231112-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109849	1/13/2026	2,900.00
	1000-00-00000-231111-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109849	1/13/2026	2,900.00
	1000-00-00000-231113-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109849	1/13/2026	2,451.00

	1000-00-00000-231114-00000000-	DECEMBER 2025A	DECEMBER 2025 MONTHLY REPORT	109849	1/13/2026	200.00
	Total Paid by Vendor					**196,234.32**
STATE OF OKLAHOMA	1000-00-00000-210180-00000000-	432144	Payroll Run 1 - Warrant 260104	109729	1/8/2026	159.92
	Total Paid by Vendor					**159.92**
STATE SYSTEMS INC	1000-41-41100-515340-00000000-	148053946	POP 12/1/25-12/31/25 ALARM MONITORING	90009615	1/6/2026	297.00
	1000-14-14300-515370-00000000-	148053942	POP 12/1/25-12/31/25 FIRE SYSTEMS BILLING	90009615	1/6/2026	13,898.50
	1000-53-53200-513010-PK1010XX-	148053945	POP 12/1/25-12/31/25 FIRE ALARMS,SPRINKLERS	90009682	1/13/2026	607.50
	1000-53-53200-513010-PK1020XX-	148053945	POP 12/1/25-12/31/25 FIRE ALARMS,SPRINKLERS	90009682	1/13/2026	86.50
	1000-53-53200-513010-PK1030XX-	148053945	POP 12/1/25-12/31/25 FIRE ALARMS,SPRINKLERS	90009682	1/13/2026	936.50
	1000-53-53200-513010-PK1040XX-	148053945	POP 12/1/25-12/31/25 FIRE ALARMS,SPRINKLERS	90009682	1/13/2026	106.50
	1000-53-53200-513010-PK1051XX-	148053945	POP 12/1/25-12/31/25 FIRE ALARMS,SPRINKLERS	90009682	1/13/2026	318.00
	Total Paid by Vendor					**16,250.50**
STEPHEN C. CHAPMAN	1000-30-30100-515340-00000000-	8577574	POP: 12/22/25- WEST HSV RC RIBBON CUTTING	109694	1/6/2026	200.00
	Total Paid by Vendor					**200.00**
STEPHEN EUGENE ALBAN	1000-30-30200-515370-00000000-	S.ALBAN 123125	POP:12/01/25-12/31/25(1ST QTR)-EXERCISE INSTRUCTOR	109852	1/13/2026	50.00
	Total Paid by Vendor					**50.00**
STRICKLAND COMPANIES	1000-41-41101-515340-00000000-	HU065978-00	PAPER FOR INTERNAL AFFAIRS	109695	1/6/2026	137.37
	1000-00-00000-140110-00000000-	HU066402-00	OFFICE SUPPLIES	109853	1/13/2026	180.62
	1000-00-00000-140110-00000000-	HU066402-01	OFFICE SUPPLIES	109853	1/13/2026	65.68
	1000-12-12500-515340-00000000-	HU065750-01	SUPPLIES FOR PRINTING	109853	1/13/2026	148.10
	Total Paid by Vendor					**531.77**
SUNBELT RENTALS INC	1000-55-55300-513050-00000000-	159891021-0017	POP 12/17/25-1/13/26 ASPHALT/CONC PLANNER	109854	1/13/2026	1,508.50
	Total Paid by Vendor					**1,508.50**
T & V CLEANING SERVICES, LLC	1000-14-14310-515370-00000000-	047	POP 12/1/25-12/31/25 JANITORIAL SERVICES	90009616	1/6/2026	97,585.55
	Total Paid by Vendor					**97,585.55**
T2 SYSTEMS CANADA INC	1000-00-00000-140200-00000000-	IRIS0000155135	POP 1/1/26-1/31/26 LUKE SERVICES PARKING	90009617	1/6/2026	6,750.00
	Total Paid by Vendor					**6,750.00**
TELEDYNE ADVANCED POLLUTION INSTRUMENTATION INC	1000-73-73200-515340-00000000-	P020148426	POP 12/16/25 INSTRUMENT REPAIRS	109855	1/13/2026	2,445.00
	Total Paid by Vendor					**2,445.00**
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	432133	Payroll Run 1 - Warrant 260104	109730	1/8/2026	790.25
	Total Paid by Vendor					**790.25**
THE ARTS COUNCIL INC	1000-00-00000-610059-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	90009563	1/6/2026	137,500.00
	Total Paid by Vendor					**137,500.00**
THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILL	1000-42-42100-515050-00000000-	283102	POP 11/1/25-11/31/25 PHYSICAL AND VACCINE	90009684	1/13/2026	16,017.00
	1000-42-42100-515370-00000000-	283102	POP 11/1/25-11/31/25 PHYSICAL AND VACCINE	90009684	1/13/2026	814.00
	Total Paid by Vendor					**16,831.00**
THE LIOCE GROUP INC	1000-70-70200-515340-00000000-	IN622946	POP: 12/05/25-01/04/26 - COPIER SERVICES COH	109856	1/13/2026	84.36
	1000-17-17100-515250-00000000-	IN622946	POP: 12/05/25-01/04/26 - COPIER SERVICES COH	109856	1/13/2026	2,413.08
	Total Paid by Vendor					**2,497.44**
THE ROBERTS GROUP INC	1000-52-52100-515340-00000000-	1662645	POP:12/01/25-12/31/25-WATER SYSTEMS/REFILLS FOR LM	109857	1/13/2026	34.99
	1000-52-52600-515340-00000000-	1663282	POP:12/01/25-12/31/25-WATER SYSTEMS/REFILLS FOR LM	109857	1/13/2026	34.99
	1000-16-16300-515340-00000000-	1663038	POP:12/01/25-12/31/25-WATER FOR HEALTH AND WELLNES	109857	1/13/2026	53.70
	Total Paid by Vendor					**123.68**
TOM JEFFREYS SIGN AND BANNER	1000-52-52900-515010-00000000-	46135	SIGNS FOR GREEN TEAM ACTIVITIES - (BLANKET Q1)	109698	1/6/2026	100.00
	Total Paid by Vendor					**100.00**
TRACTOR & EQUIPMENT CO	1000-15-15100-513030-00000000-	W04574	COM TX 010526/W04574	109700	1/6/2026	528.50
	1000-15-15100-513030-00000000-	W04574	COM TX 010526/W04574	109700	1/6/2026	2,499.66
	Total Paid by Vendor					**3,028.16**
TRI COUNTY SHOES INCORPORATED	1000-15-15100-515670-00000000-	758ST1-2732375	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2657904	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2657919	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2726565	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2731578	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2731765	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	134.99
	1000-15-15100-515670-00000000-	758ST1-2731948	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	143.99
	1000-15-15100-515670-00000000-	758ST1-2732317	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2747094	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	143.99
	1000-15-15100-515670-00000000-	758ST1-2747151	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	131.99
	1000-15-15100-515670-00000000-	758ST1-2750106	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	68.00
	1000-15-15100-515670-00000000-	758ST1-2751028	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2760319	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00

	1000-15-15100-515670-00000000-	758ST1-2760389	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2761029	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2762048	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2762791	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2774601	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2774813	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2827918	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	131.99
	1000-15-15100-515670-00000000-	758ST1-2775096	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2732323	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	107.99
	1000-15-15100-515670-00000000-	758ST1-2829665	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2873577	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	143.99
	1000-15-15100-515670-00000000-	758ST1-3192207	CM FOR 758ST1-2873577	90009675	1/13/2026	-143.99
	1000-15-15100-515670-00000000-	758ST1-2760163	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2842517	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2844012	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2845474	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2871024	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2872345	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2873241	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2873494	BOOTS FOR SHOP Q1 BLANKET	90009675	1/13/2026	147.99
	Total Paid by Vendor					**4,460.93**
TRIGREEN EQUIPMENT	1000-15-15100-513030-00000000-	6388748	COM TX 123125/6388748	90009618	1/6/2026	183.46
	1000-15-15100-513030-00000000-	6388748	COM TX 123125/6388748	90009618	1/6/2026	10.00
	1000-15-15100-513030-00000000-	6388748	COM TX 123125/6388748	90009618	1/6/2026	300.00
	Total Paid by Vendor					**493.46**
TRUE ALLIANCE BACKGROUND SCREENINGS, LLC	1000-16-16100-515370-00000000-	8023	POP 12/1/25-12/31/25 BACKGROUND SCREENS	109858	1/13/2026	914.30
	Total Paid by Vendor					**914.30**
TURFGRASS OF TENNESSEE LLC	1000-52-52700-513010-00000000-	44032	BERMUDA SOD FOR FIRING TRAINING - SOUTH	109859	1/13/2026	2,235.60
	Total Paid by Vendor					**2,235.60**
TYLER TECHNOLOGIES INC	1000-00-00000-140200-00000000-	020-161515	POP07/01/25-06/30/26 SUPERVISION SUBSCRIPTION FEES	90009620	1/6/2026	20,066.20
	1000-00-00000-140200-00000000-	020-164832	07/01/25-06/30/26 SUPERVISION SUBSCRIPTION FEES	90009620	1/6/2026	-20,066.20
	1000-00-00000-140200-00000000-	CI100-00243293	POP 02/01/26-01/31/27 SOLE S TYLER SYSTEM MNGT	90009620	1/6/2026	40,968.64
	Total Paid by Vendor					**40,968.64**
UNITED STATES TREASURY	1000-00-00000-210180-00000000-	432139	Payroll Run 1 - Warrant 260104	109721	1/8/2026	34.00
	Total Paid by Vendor					**34.00**
UNMANNED AERIAL SYSTEMS INFORMATION	1000-41-41110-515370-00000000-	2026-05	POP 2/1/26-2/28/26 DRONE CONTRACT SRVS	90009686	1/13/2026	8,583.33
	Total Paid by Vendor					**8,583.33**
US BANK	1000-19-00000-515040-00000000-	15084846	POP 11/1/25-11/30/25 MONTHLY BANK FEES	109860	1/13/2026	83.55
	Total Paid by Vendor					**83.55**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	432142	Payroll Run 1 - Warrant 260104	109722	1/8/2026	308.57
	Total Paid by Vendor					**308.57**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	432128	Payroll Run 1 - Warrant 260104	109712	1/7/2026	1,088,759.96
	1000-00-00000-210140-00000000-	432128	Payroll Run 1 - Warrant 260104	109712	1/7/2026	596,295.08
	Total Paid by Vendor					**1,685,055.04**
USPCA NATIONAL	1000-41-41250-515340-00000000-	27059	POP 1/1/26-12/31/26 MEMBERSHIP DUES	109701	1/6/2026	50.00
	1000-41-41250-515340-00000000-	27277	POP 1/1/26-12/31/26 MEMBERSHIP DUES	109701	1/6/2026	50.00
	1000-41-41250-515340-00000000-	29809	POP 1/1/26-12/31/26 MEMBERSHIP DUES	109701	1/6/2026	500.00
	Total Paid by Vendor					**600.00**
VAN VALKENBURGH PROPERTIES LLC	1000-70-70200-515460-00000000-	01312026	RENT FOR 620 PEARL AVE (JAN 2026)	109703	1/6/2026	3,500.00
	Total Paid by Vendor					**3,500.00**
VERTA, LLC	1000-17-17100-515370-00000000-	40740	POP: 01/01/26-01/31/26 VERTA TECHNICIAN LABOR	90009690	1/13/2026	8,084.35
	Total Paid by Vendor					**8,084.35**
VON BRAUN CENTER	1000-74-74400-515520-00000000-	A FLY CHRISTMAS	POP 12/20/25 FLY CHRISTMAS SPONSORSHIP	109706	1/6/2026	5,000.00
	Total Paid by Vendor					**5,000.00**
WAAY TV	1000-41-41305-515430-00000000-	2825120205	POP 12/1/25-12/31/25 RECRUITMENT ADVERTISING	109708	1/6/2026	5,150.00
	Total Paid by Vendor					**5,150.00**
WAGEWORKS	1000-00-00000-210250-00000000-	432127	Payroll Run 1 - Warrant 260104	109711	1/7/2026	6,361.07
	1000-00-00000-210260-00000000-	432127	Payroll Run 1 - Warrant 260104	109711	1/7/2026	32,817.01
	Total Paid by Vendor					**39,178.08**
WELLSTONE BEHAVIORAL HEALTH	1000-00-00000-610073-JAIL0001-	FY26 Q2 - JAIL DIV	FY26 APPROPRIATION ORD NO. 25-744	90009623	1/6/2026	12,500.00
	1000-00-00000-610073-STAFFING-	FY26 Q2 - STAFF	FY26 APPROPRIATION ORD NO. 25-744	90009623	1/6/2026	30,000.00

		1000-00-00000-610073-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	90009623	1/6/2026	216,000.00
		Total Paid by Vendor					**258,500.00**
	WEST PUBLISHING CORPORATION	1000-18-00000-515340-00000000-	853016163	POP 12/1/25-12/31/25 ONLINE LGL RESEARCH	90009624	1/6/2026	5,080.00
		Total Paid by Vendor					**5,080.00**
	WH THOMAS OIL CO INC	1000-00-00000-140101-00000000-	627990	OIL	90009692	1/13/2026	2,915.25
		Total Paid by Vendor					**2,915.25**
	WINSUPPLY HUNTSVILLE AL CO.	1000-14-14300-513010-00000000-	094079 01	2026 Q1 BLANKET - PLUMBING PARTS	109709	1/6/2026	638.76
		1000-14-14300-513010-00000000-	094576 01	2026 Q1 BLANKET - PLUMBING PARTS (SPECIFIC ITEMS)	109709	1/6/2026	3.00
		Total Paid by Vendor					**641.76**
	WITTICHEN SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S108346396.001	2026 Q2 BLANKET HVAC SUPPLIES	90009694	1/13/2026	275.00
		1000-14-14300-513010-00000000-	S108362843.001	2026 Q2 BLANKET HVAC SUPPLIES	90009694	1/13/2026	26.24
		1000-14-14300-513010-00000000-	S108378318.001	2026 Q2 BLANKET HVAC SUPPLIES	90009694	1/13/2026	132.80
		1000-14-14300-515610-00000000-	S108378340.001	2026 Q2 BLANKET HVAC SUPPLIES	90009694	1/13/2026	75.92
		Total Paid by Vendor					**509.96**
	WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	16553308/1	COM TX 123125/16553308	109710	1/6/2026	7,454.66
		1000-15-15100-513030-00000000-	16553308/1	COM TX 123125/16553308	109710	1/6/2026	2,237.50
		1000-15-15100-513030-00000000-	16554857/1	COM TX 010526/16554857	109710	1/6/2026	313.34
		1000-15-15100-513030-00000000-	16554857/1	COM TX 010526/16554857	109710	1/6/2026	32.15
		Total Paid by Vendor					**10,037.65**
	XEROX CORPORATION	1000-12-12500-515340-00000000-	024696511	POP 10/21/25-11/21/25 METER USAGE	90009626	1/6/2026	1,442.86
		1000-12-12500-515340-00000000-	024696532	POP 10/21/25 -11/21/25 METER USAGE	90009695	1/13/2026	1,175.07
		1000-12-12500-515340-00000000-	IN3648455	SUPPLIES	90009626	1/6/2026	269.98
		1000-17-17100-515250-00000000-	IN3770068	POP 12/28/25-1/27/25 XEROX SERVICES COH	90009695	1/13/2026	89.50
		Total Paid by Vendor					**2,977.41**
	YOUSEF SANSOUR	1000-41-41250-515340-00000000-	2042	SWAT FLASH BANGS	109864	1/13/2026	2,031.06
		1000-41-41250-515340-00000000-	1993	SWAT BREACHING EQUIPMENT	109864	1/13/2026	4,999.33
		Total Paid by Vendor					**7,030.39**
	Total by Fund 1000						**8,902,955.47**
1005	BEHAVIORAL HEALTH SYSTEMS INC	1005-00-00000-517030-00000000-	20260101	POP:12/01/25-12/31/25-MENTAL HEALTH SVCS FOR EMP	90009634	1/13/2026	140,147.32
		Total Paid by Vendor					**140,147.32**
	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-517010-00000000-	HEALTH CLM 12/29-1/2	POP: 12/29/25-1/02/26 HEALTH CLAIMS	90009569	1/6/2026	326,430.03
		1005-00-00000-517010-00000000-	HEALTH CLM 12/29-1/2	POP: 12/29/25-1/02/26 HEALTH CLAIMS	90009569	1/6/2026	205.98
		1005-00-00000-517015-00000000-	HEALTH CLM 12/29-1/2	POP: 12/29/25-1/02/26 HEALTH CLAIMS	90009569	1/6/2026	255,943.88
		1005-00-00000-517025-00000000-	HEALTH CLM 12/29-1/2	POP: 12/29/25-1/02/26 HEALTH CLAIMS	90009569	1/6/2026	329.40
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/5-1/9	POP: 1/5/26-1/9/26 HEALTH CLAIMS	90009636	1/13/2026	340,975.14
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/5-1/9	POP: 1/5/26-1/9/26 HEALTH CLAIMS	90009636	1/13/2026	3,432.51
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/5-1/9	POP: 1/5/26-1/9/26 HEALTH CLAIMS	90009636	1/13/2026	210,467.91
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/5-1/9	POP: 1/5/26-1/9/26 HEALTH CLAIMS	90009636	1/13/2026	99.17
		1005-00-00000-517025-00000000-	HEALTH CLMS 1/5-1/9	POP: 1/5/26-1/9/26 HEALTH CLAIMS	90009636	1/13/2026	1,720.03
		1005-00-00000-517010-00000000-	PPA831899403	11/26/25-1/25/26 COBRA BENEFITS-PINKERTON FAMILY	109751	1/13/2026	1,655.91
		Total Paid by Vendor					**1,141,259.96**
	Total by Fund 1005						**1,281,407.28**
2000	AMAZON CAPITAL SERVICES INC	2000-54-54160-515340-PT504990-	1TN1-WKRQ-3QQ6	SUPPLIES FOR PUBLIC TRANSIT	90009559	1/6/2026	15.19
		2000-54-54D10-515340-PT504990-	1MQP-XWVT-J3NT	TRANSIT BUS DISINFECTANT SUPPLIES	90009629	1/13/2026	204.30
		2000-54-54D41-513030-PT504990-	1MQP-XWVT-J3NT	TRANSIT BUS DISINFECTANT SUPPLIES	90009629	1/13/2026	38.40
		2000-54-54M10-515340-PT504990-	1MQP-XWVT-J3NT	TRANSIT BUS DISINFECTANT SUPPLIES	90009629	1/13/2026	204.30
		2000-54-54M41-513030-PT504990-	1MQP-XWVT-J3NT	TRANSIT BUS DISINFECTANT SUPPLIES	90009629	1/13/2026	38.40
		Total Paid by Vendor					**500.59**
	A-Z OFFICE RESOURCE INC	2000-54-54D10-515340-PT504990-	5958724-1	TONER FOR 521	90009554	1/6/2026	48.40
		2000-54-54M10-515340-PT504990-	5958724-1	TONER FOR 521	90009554	1/6/2026	48.40
		2000-54-54D10-515340-PT504990-	5958724-0	TONER FOR 521	90009554	1/6/2026	142.61
		2000-54-54M10-515340-PT504990-	5958724-0	TONER FOR 521	90009554	1/6/2026	142.60
		2000-54-54D10-515340-PT504990-	5961287-0	TONER FOR DISPATCH	90009627	1/13/2026	422.16
		2000-54-54M10-515340-PT504990-	5961287-0	TONER FOR DISPATCH	90009627	1/13/2026	45.81
		Total Paid by Vendor					**849.98**
	DUTCH OIL COMPANY	2000-54-54D10-514010-PT504010-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	482.36
		2000-54-54M10-514010-PT504010-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	1,099.08
		2000-54-54160-514010-PT504010-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	33.55
		2000-54-54999-514010-PT504010-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	53.37
		2000-54-54D10-514010-PT504010-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	478.12
		2000-54-54M10-514010-PT504010-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	934.73

		2000-54-54999-514010-PT504010-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	23.21
		2000-54-54D10-514010-PT504010-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	404.42
		2000-54-54M10-514010-PT504010-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	1,444.18
		2000-54-54D10-514010-PT504010-	CFN-47529	FUELING TRANS DATED 010326	90009580	1/6/2026	253.65
		2000-54-54M10-514010-PT504010-	CFN-47529	FUELING TRANS DATED 010326	90009580	1/6/2026	742.04
		2000-54-54M41-513030-PT503050-	INV-229378	POP: 12/31/25-DIESEL EXHAUST FLUID Q1	90009580	1/6/2026	872.76
		2000-54-54999-514010-PT504010-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	16.23
		2000-54-54D10-514010-PT504010-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	570.99
		2000-54-54M10-514010-PT504010-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	1,373.86
		2000-54-54M41-513030-PT503050-	INV-229457	POP: 12/01/25 - DIESEL EXHAUST FLUID - Q1	90009642	1/13/2026	827.77
		2000-54-54999-514010-PT504010-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	13.01
		2000-54-54D10-514010-PT504010-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	437.48
		2000-54-54M10-514010-PT504010-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	1,100.93
		2000-54-54160-514010-PT504010-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	52.75
		2000-54-54D10-514010-PT504010-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	508.97
		2000-54-54M10-514010-PT504010-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	1,282.97
		2000-54-54160-514010-PT504010-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	47.10
		2000-54-54D10-514010-PT504010-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	372.84
		2000-54-54M10-514010-PT504010-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	1,199.97
		Total Paid by Vendor					**14,626.34**
	MADISON COUNTY AUTO PARTS INC	2000-54-54M41-513030-PT503050-	278505	NAPA TRX DATE 123025	109659	1/6/2026	3,369.96
		2000-54-54M41-513030-PT503050-	278505	NAPA TRX DATE 123025	109659	1/6/2026	121.20
		2000-54-54M41-513030-PT503050-	278505	NAPA TRX DATE 123025	109659	1/6/2026	85.00
		2000-54-54M41-513030-PT503050-	278505	NAPA TRX DATE 123025	109659	1/6/2026	41.62
		2000-54-54M41-513030-PT503050-	278505	NAPA TRX DATE 123025	109659	1/6/2026	62.41
		2000-54-54M41-513030-PT503050-	278505	NAPA TRX DATE 123025	109659	1/6/2026	93.76
		2000-54-54D41-513030-PT503050-	278505	NAPA TRX DATE 123025	109659	1/6/2026	7.05
		2000-54-54D41-513030-PT503050-	278505	NAPA TRX DATE 123025	109659	1/6/2026	7.05
		2000-54-54M41-513030-PT503050-	278550	NAPA TRX DATE 123125	109659	1/6/2026	1,080.81
		2000-54-54M41-513030-PT503050-	278550	NAPA TRX DATE 123125	109659	1/6/2026	24.46
		2000-54-54M41-513030-PT503050-	278550	NAPA TRX DATE 123125	109659	1/6/2026	25.56
		2000-54-54M41-513030-PT503050-	278550	NAPA TRX DATE 123125	109659	1/6/2026	17.59
		2000-54-54M41-513030-PT503050-	278550	NAPA TRX DATE 123125	109659	1/6/2026	12.34
		2000-54-54D41-513030-PT503050-	278590	NAPA TRX DATE 010526	109659	1/6/2026	7.05
		2000-54-54D41-513030-PT503050-	278590	NAPA TRX DATE 010526	109659	1/6/2026	7.05
		2000-54-54M41-513030-PT503050-	278628	NAPA TRX DATE 010626	109795	1/13/2026	675.74
		2000-54-54M41-513030-PT503050-	278628	NAPA TRX DATE 010626	109795	1/13/2026	24.46
		2000-54-54M41-513030-PT503050-	278628	NAPA TRX DATE 010626	109795	1/13/2026	24.78
		2000-54-54M41-513030-PT503050-	278628	NAPA TRX DATE 010626	109795	1/13/2026	22.06
		2000-54-54M41-513030-PT503050-	278628	NAPA TRX DATE 010626	109795	1/13/2026	123.27
		2000-54-54M41-513030-PT503050-	278628	NAPA TRX DATE 010626	109795	1/13/2026	65.00
		2000-54-54D41-513030-PT503050-	278628	NAPA TRX DATE 010626	109795	1/13/2026	137.02
		2000-54-54D41-513030-PT503050-	278628	NAPA TRX DATE 010626	109795	1/13/2026	246.38
		2000-54-54D41-513030-PT503050-	278628	NAPA TRX DATE 010626	109795	1/13/2026	138.68
		2000-54-54D41-513030-PT503050-	278628	NAPA TRX DATE 010626	109795	1/13/2026	31.72
		2000-54-54M41-513030-PT503050-	278628	NAPA TRX DATE 010626	109795	1/13/2026	22.80
		2000-54-54D41-513030-PT503050-	278678	NAPA TRX DATE 010726	109795	1/13/2026	7.05
		2000-54-54M41-513030-PT503050-	278678	NAPA TRX DATE 010726	109795	1/13/2026	123.85
		2000-54-54M41-513030-PT503050-	278678	NAPA TRX DATE 010726	109795	1/13/2026	62.41
		2000-54-54M41-513030-PT503050-	278678	NAPA TRX DATE 010726	109795	1/13/2026	93.76
		2000-54-54M41-513030-PT503050-	278678	NAPA TRX DATE 010726	109795	1/13/2026	41.62
		2000-54-54M41-513030-PT503050-	278678	NAPA TRX DATE 010726	109795	1/13/2026	3,449.37
		2000-54-54M41-513030-PT503050-	278678	NAPA TRX DATE 010726	109795	1/13/2026	332.35
		2000-54-54M41-513030-PT503050-	278678	NAPA TRX DATE 010726	109795	1/13/2026	125.00
		2000-54-54M41-513030-PT503050-	278749	NAPA TRX DATE 010826	109795	1/13/2026	47.29
		2000-54-54M41-513030-PT503050-	278749	NAPA TRX DATE 010826	109795	1/13/2026	224.29
		2000-54-54M41-513030-PT503050-	278749	NAPA TRX DATE 010826	109795	1/13/2026	93.76
		2000-54-54M41-513030-PT503050-	278749	NAPA TRX DATE 010826	109795	1/13/2026	62.41
		2000-54-54M41-513030-PT503050-	278749	NAPA TRX DATE 010826	109795	1/13/2026	36.70
		2000-54-54M41-513030-PT503050-	278749	NAPA TRX DATE 010826	109795	1/13/2026	101.28
		2000-54-54M41-513030-PT503050-	278749	NAPA TRX DATE 010826	109795	1/13/2026	43.80

		2000-54-54M41-513030-PT503050-	278749	NAPA TRX DATE 010826	109795	1/13/2026	17.74
		2000-54-54M41-513030-PT503050-	278749	NAPA TRX DATE 010826	109795	1/13/2026	50.10
		2000-54-54M41-513030-PT503050-	278749	NAPA TRX DATE 010826	109795	1/13/2026	121.44
		2000-54-54M41-513030-PT503050-	278749	NAPA TRX DATE 010826	109795	1/13/2026	332.35
		2000-54-54M41-513030-PT503050-	278749	NAPA TRX DATE 010826	109795	1/13/2026	3,601.27
		2000-54-54160-513030-PT503050-	278794	NAPA TRX DATE 010926	109795	1/13/2026	7.05
		2000-54-54M41-513030-PT503050-	278794	NAPA TRX DATE 010926	109795	1/13/2026	824.38
		2000-54-54M41-513030-PT503050-	278794	NAPA TRX DATE 010926	109795	1/13/2026	45.00
		2000-54-54D41-513030-PT503050-	278794	NAPA TRX DATE 010926	109795	1/13/2026	7.05
		2000-54-54M41-513030-PT503050-	278843	NAPA TRX DATE 011226	109795	1/13/2026	196.19
		2000-54-54M41-513030-PT503050-	278843	NAPA TRX DATE 011226	109795	1/13/2026	272.14
		2000-54-54M41-513030-PT503050-	278843	NAPA TRX DATE 011226	109795	1/13/2026	221.38
		2000-54-54M41-513030-PT503050-	278843	NAPA TRX DATE 011226	109795	1/13/2026	234.71
		2000-54-54D41-513030-PT503050-	278843	NAPA TRX DATE 011226	109795	1/13/2026	7.05
		Total Paid by Vendor					**17,257.61**
	ROUTEMATCH SOFTWARE INC	2000-54-54D10-515250-PT503990-	RMSMA00004094	POP 3/1/26-2/28/27 LICENSE RENEWAL	109835	1/13/2026	1,110.47
		2000-54-54M10-515250-PT503990-	RMSMA00004094	POP 3/1/26-2/28/27 LICENSE RENEWAL	109835	1/13/2026	1,110.46
		Total Paid by Vendor					**2,220.93**
	Total by Fund 2000						**35,455.45**
2100	AMAZON CAPITAL SERVICES INC	2100-70-70100-515340-PN200015-	1WCG-GGQH-4PCX	GENERAL OFFICE SUPPLIES STREET OUTREACH/CODE	90009629	1/13/2026	58.47
		Total Paid by Vendor					**58.47**
	COMMUNITY ACTION PARTNERSHIP HUNTSVILLE/MADISON	2100-70-70100-515340-PN200011-00188	REQ08HESG24	POP 11/25 REIMBURSE EXP REQ#8 HESG24	109626	1/6/2026	6,738.94
		2100-70-70100-515520-PN200011-00188	REQ08HESG24	POP 11/25 REIMBURSE EXP REQ#8 HESG24	109626	1/6/2026	5,652.36
		Total Paid by Vendor					**12,391.30**
	CRISIS SERVICES OF NORTH ALABAMA	2100-70-70100-515340-PN200011-00188	REQ08HESG24	REIMBURSE EXP REQ#8 HESG24	109630	1/6/2026	1,395.58
		Total Paid by Vendor					**1,395.58**
	FAMILY SERVICES CENTER INC	2100-70-70100-515370-PN200011-00188	REQ08HESG24	POP 11/25 REIMBURSE EXP REQ#8 HESG24	90009584	1/6/2026	2,492.53
		2100-70-70100-515340-PN200011-00188	REQ08HESG24	POP 11/25 REIMBURSE EXP REQ#8 HESG24	90009584	1/6/2026	1,707.87
		Total Paid by Vendor					**4,200.40**
	FRYE ENVIRONMENTAL	2100-70-70100-515520-PN200010-00007	1/25-929	ENVIROMENTAL REVIEWS/CONF CALLS	109639	1/6/2026	875.00
		Total Paid by Vendor					**875.00**
	KASEY BECKER	2100-70-70100-515520-PN200015-	41184	HOMELESS CAMP PORT-A-LET SERV(NOV 2025)	109786	1/13/2026	690.00
		2100-70-70100-515520-PN200015-	41249	HOMELESS CAMP PORT-A-LET SER(DEC 2025)	109786	1/13/2026	690.00
		Total Paid by Vendor					**1,380.00**
	REDSTONE FEDERAL CREDIT UNION	2100-70-70300-515370-00000000-00190	01022026	SERVICE FEE FOR LOANS (POP DEC2025)	109675	1/6/2026	407.00
		Total Paid by Vendor					**407.00**
	THE LIOCE GROUP INC	2100-70-70100-515340-00000000-00190	IN622946	POP: 12/05/25-01/04/26 - COPIER SERVICES COH	109856	1/13/2026	84.36
		2100-70-70300-515340-00000000-00190	IN622946	POP: 12/05/25-01/04/26 - COPIER SERVICES COH	109856	1/13/2026	84.36
		Total Paid by Vendor					**168.72**
	THE SALVATION ARMY	2100-70-70100-515340-PN200011-00188	REQ08HESG24	POP 11/25 REIMBURSE EXP REQ#8 HESG24	109685	1/6/2026	3,620.42
		Total Paid by Vendor					**3,620.42**
	Total by Fund 2100						**24,496.89**
2501	URBAN STRATEGIES INC	2501-70-00000-515520-CN1405HD-00194	REQ6CNI1405	REIMBURSE EXP REQ#6 POP 10/25-11/25 CNI MILL CREEK	90009688	1/13/2026	122,999.93
		Total Paid by Vendor					**122,999.93**
	Total by Fund 2501						**122,999.93**
3020	ALABAMA CONCRETE INC	3020-55-00000-516040-00000000-	172451	FY 26 Q1 CONST CONCRETE PICKUP BLANKET	90009556	1/6/2026	1,095.00
		3020-55-00000-516010-00000000-	172385	FY26 Q1 MAINT CONCRETE PICKUP-BLANKET	90009556	1/6/2026	357.50
		3020-55-00000-516010-00000000-	172687	FY26 Q1 MAINT CONCRETE PICKUP-BLANKET	90009556	1/6/2026	219.00
		3020-55-00000-516010-00000000-	172858	FY26 Q1 MAINT CONCRETE PICKUP-BLANKET	90009628	1/13/2026	377.50
		3020-55-00000-516040-00000000-	172857	FY 26 Q1 CONST CONCRETE PICKUP BLANKET	90009628	1/13/2026	1,216.00
		Total Paid by Vendor					**3,265.00**
	CITY LUMBER COMPANY OF HUNTSVILLE, INC.	3020-55-00000-516010-00000000-	2258053	FY26 Q1-LUMBER BLANKET FOR PWS	90009573	1/6/2026	206.22
		Total Paid by Vendor					**206.22**
	CORE & MAIN LP	3020-55-00000-516010-00000000-	Y243875	2nd PIPE FOR PANSY STREET DRAINAGE	90009574	1/6/2026	5,701.20
		Total Paid by Vendor					**5,701.20**
	ENGINEERED SOLUTIONS INC	3020-14-00000-523051-00000000-	3142	POP: 12/01/25-12/31/25 -LOWE MILL SOD OFFICE RENO	109767	1/13/2026	3,000.00
		3020-14-00000-523053-00000000-	3133	POP:09/16/25-12/23/25 ENGINEER CONTRACT- MJPSC HV	109767	1/13/2026	227,800.00
		Total Paid by Vendor					**230,800.00**
	JAMES R HALL	3020-55-00000-516020-00000000-	79306	POP:12/11/25 TOWING (RESURFACING)	90009609	1/6/2026	65.00
		3020-55-00000-516020-00000000-	79555	POP: 12/08/25 TOWING (RESURFACING)	90009609	1/6/2026	65.00
		Total Paid by Vendor					**130.00**

	JOHN BOUCHARD & SONS CO	3020-55-00000-516010-00000000-	26-F2581	MANHOLE GRATES/FRAMES FOR PWS	109653	1/6/2026	3,250.00
		3020-55-00000-516010-00000000-	26-F2580	MANHOLE GRATES/FRAMES FOR PWS	109653	1/6/2026	14,220.00
		Total Paid by Vendor					**17,470.00**
	LEE COMPANY	3020-14-00000-523061-00000000-	LEE-001569877	POP: 10/09/25-11/07/25-WOMEN'S RESTROOM ADDITION	109790	1/13/2026	24,518.98
		Total Paid by Vendor					**24,518.98**
	MCSWEENEY AUTO GROUP CLANTON LLC	3020-15-00000-520100-00000000-	234123	TAHOE FOR PWS STOCK# F162108	109664	1/6/2026	60,097.10
		Total Paid by Vendor					**60,097.10**
	PEACE COMMUNICATIONS HUNTSVILLE LLC	3020-17-00000-520500-PR8629XX-	74923	POP 01/02/26 CABLING WORK AT MARTIN RD	90009669	1/13/2026	3,779.50
		Total Paid by Vendor					**3,779.50**
	RIVER VALLEY CONCRETE PUMPING LLC	3020-55-00000-516040-00000000-	10883	POP: 12/31/25 -PWS CONCRETE LINE PUMPING	109834	1/13/2026	605.70
		Total Paid by Vendor					**605.70**
	ROGERS GROUP INC	3020-55-00000-516020-00000000-	406824-25-2	POP:11/01/25-11/30/25 PAVING STONER PARK	109682	1/6/2026	5,650.84
		3020-55-00000-516010-00000000-	0209001907	FY26 Q1 ASPHALT-BLANKET	109682	1/6/2026	649.14
		Total Paid by Vendor					**6,299.98**
	STATE SYSTEMS INC	3020-14-00000-513010-PR8610XX-	148050371	POP 11/30/25 CAMERA INSTALL - DERRICK	90009615	1/6/2026	34,638.43
		Total Paid by Vendor					**34,638.43**
	UTILICOM SUPPLY ASSOCIATES LLC	3020-75-00000-529001-00000000-	325344	INTERSECTION SAFETY	90009689	1/13/2026	5,000.00
		3020-75-00000-529001-00000000-	325345	POP 1/1/26-12/31/26 DILEMMA ZONE LICENSE	90009689	1/13/2026	1,000.00
		3020-75-00000-529005-00000000-	323405	ITEMS FOR PED UPGRADES	90009689	1/13/2026	51.50
		3020-75-00000-529000-00000000-	325512	POP 1/5/26 -REDSTONE SQ/ZIERDT	90009689	1/13/2026	1,862.00
		Total Paid by Vendor					**7,913.50**
	VULCAN INC	3020-75-00000-529000-00000000-	R67358	METAL SIGNS	109861	1/13/2026	3,467.50
		Total Paid by Vendor					**3,467.50**
	WIREGRASS CONSTRUCTION COMPANY INC	3020-55-00000-516010-00000000-	264224	FY26 Q1 PWS ASPHALT-BLANKET	90009625	1/6/2026	852.72
		3020-55-00000-516020-00000000-	264224	FY26 Q1 PWS ASPHALT-BLANKET	90009625	1/6/2026	3,285.48
		3020-55-00000-516010-00000000-	265038	FY26 Q1 PWS ASPHALT-BLANKET	90009625	1/6/2026	186.20
		3020-55-00000-516010-00000000-	264714	FY26 Q1 PWS ASPHALT-BLANKET	90009625	1/6/2026	800.28
		3020-55-00000-516010-00000000-	265051	FY26 Q1 PWS ASPHALT-BLANKET	90009625	1/6/2026	146.68
		3020-55-00000-516010-00000000-	264490	FY26 Q1 PWS ASPHALT-BLANKET	90009625	1/6/2026	107.92
		3020-55-00000-516010-00000000-	264239	FY26 Q1 PWS ASPHALT-BLANKET	90009625	1/6/2026	1,089.84
		3020-55-00000-516020-00000000-	261863	FY26 Q1 PWS ASPHALT-BLANKET	90009693	1/13/2026	6,896.34
		Total Paid by Vendor					**13,365.46**
	Total by Fund 3020						**412,258.57**
3040	HUNTSVILLE MADISON COUNTY BOTANICAL GARDENS INC	3040-00-00000-610007-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	109643	1/6/2026	118,296.00
		Total Paid by Vendor					**118,296.00**
	HUNTSVILLE MADISON COUNTY CONVENTION	3040-00-00000-610010-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	109641	1/6/2026	983,213.75
		Total Paid by Vendor					**983,213.75**
	HUNTSVILLE SPORTS COMMISSION	3040-00-00000-610001-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	90009593	1/6/2026	155,875.25
		Total Paid by Vendor					**155,875.25**
	HUNTSVILLE TENNIS CENTER BOARD OF CONTROL	3040-00-00000-633970-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	109645	1/6/2026	62,500.00
		Total Paid by Vendor					**62,500.00**
	THE HUNTSVILLE MUSEUM OF ART	3040-00-00000-633920-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	90009590	1/6/2026	300,000.00
		Total Paid by Vendor					**300,000.00**
	US SPACE & ROCKET CENTER FOUNDATION	3040-00-00000-610004-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	109702	1/6/2026	81,250.00
		Total Paid by Vendor					**81,250.00**
	VON BRAUN CENTER	3040-00-00000-636100-00000000-	FY26 Q2	FY26 APPROPRIATION ORD NO. 25-744	109707	1/6/2026	1,258,993.25
		Total Paid by Vendor					**1,258,993.25**
	Total by Fund 3040						**2,960,128.25**
3050	BAMAVIEW LLC	3050-14-00000-521027-00000000-	5636	POP 12/1/25-12/31/25 PHOTOGRAPHIC DOC	90009604	1/6/2026	600.00
		Total Paid by Vendor					**600.00**
	Total by Fund 3050						**600.00**
3060	HUNTSVILLE MADISON COUNTY CONVENTION	3060-00-00000-610022-00000000-	LRAC-011226	KAYAK BASS FISHING 2026	90009652	1/13/2026	67,500.00
		Total Paid by Vendor					**67,500.00**
	Total by Fund 3060						**67,500.00**
3080	CSR ENGINEERING INC	3080-71-00000-528006-00000000-	7027	POP: 12/01/25-12/31/25-PETER FAGAN RAILROAD BRIDGE	90009638	1/13/2026	17,760.00
		Total Paid by Vendor					**17,760.00**
	GARVER LLC	3080-71-00000-524027-00000000-	21S02490-21	POP: 10/12/24-12/12/25-OLD MONROVIA	90009648	1/13/2026	34,326.26
		3080-71-00000-528006-00000000-	23S02020-15	POP: 11/08/25-12/12/25-PARC CORRIDOR	90009648	1/13/2026	3,303.43
		3080-71-00000-528006-00000000-	23S02000-7	POP:09/13/25-12/12/25-HYDROLOGIC/HYDRAULIC M.CREEK	90009648	1/13/2026	1,798.61
		3080-71-00000-530009-00000000-	2501354-2	POP:10/11/25-12/12/25-DITTO LANDING ENTRANCE DESIG	90009648	1/13/2026	1,040.00
		Total Paid by Vendor					**40,468.30**

	GOODWYN MILL CAWOOD LLC	3080-71-00000-520900-ALDOT007-	2508086	POP:12/01/25-12/31/25-BIG COVE GREENWAY EXT DESIGN	90009649	1/13/2026	5,954.90
		Total Paid by Vendor					**5,954.90**
	GTEC LLC	3080-71-00000-530000-BUDGET01-	4556	POP:11/24/25-12/28/25-VARIOUS FLIGHTS AERIAL PHOTO	90009651	1/13/2026	1,800.00
		Total Paid by Vendor					**1,800.00**
	JOHNSON & ASSOCIATES CONSULTING ENGINEERS LLC	3080-71-00000-527000-00000000-	02063-EN-1(D)	POP:09/15/25-11/16/25-FAGAN CREEK H&H MODELING SVC	109784	1/13/2026	3,480.00
		3080-71-00000-527000-00000000-	02063-EN-1(C)	POP:08/18/25-09/14/25-FAGAN CREEK H&H MODELING SVC	109784	1/13/2026	3,625.00
		Total Paid by Vendor					**7,105.00**
	KIMLEY-HORN AND ASSOCIATES, INC	3080-71-00000-524008-00000000-	017019005-1125	POP:11/01/25-11/30/25-DES. SVC INTERSECTION IMPVTS	90009596	1/6/2026	91,500.00
		Total Paid by Vendor					**91,500.00**
	LAND TRUST OF NORTH ALABAMA INC	3080-71-00000-520900-00000000-	1749	POP:10/01/25-12/31/25-ACQUSITION AND PROMOTION GR	90009659	1/13/2026	31,250.00
		Total Paid by Vendor					**31,250.00**
	LORD AECK SARGENT PLANING & DESIGN INC	3080-71-00000-520600-PR8627XX-	51806-R2	POP: 11/24/25-12/23/25-MASTIN LAKE ASSEMBLAGE	90009662	1/13/2026	6,000.00
		3080-71-00000-520900-00000000-	51806-R1	POP:11/24/25-12/23/25-NO. HSV GREENWAY MASTER PLAN	90009662	1/13/2026	3,900.00
		Total Paid by Vendor					**9,900.00**
	MASHBURN OUTDOOR LLC	3080-71-00000-524022-00000000-	17381	POP 12/31/25 - BILLBOARD WINCHESTER ADD'L CLRNCE	109661	1/6/2026	7,656.87
		Total Paid by Vendor					**7,656.87**
	MILL CREEK PHASE 1, LP	3080-71-00000-524007-00000000-	DRAW 9 CNI	CNI MILL CREEK PREDEVELOP DRAW #9	90009664	1/13/2026	64,562.47
		Total Paid by Vendor					**64,562.47**
	MORELL ENGINEERING	3080-71-00000-530000-BUDGET01-	30503	POP:04/03/25-05/07/25 PROPOSED RDWAY DUE DILIGENCE	109799	1/13/2026	4,767.50
		Total Paid by Vendor					**4,767.50**
	NIVENS & ASSOCIATES	3080-71-00000-530000-BUDGET01-	1869-D	POP:01/06/26-PROFESSIONAL SERVICES-APPRAISALS	109801	1/13/2026	250.00
		3080-71-00000-530000-BUDGET01-	1860-D	POP 12/18/25 PROFESSIONAL SERVICES	109801	1/13/2026	1,500.00
		Total Paid by Vendor					**1,750.00**
	NORFOLK SOUTHERN RAILWAY COMPANY	3080-71-00000-524009-00000000-	94382446	POP 2/1/25-11/31/25 HOLMES AVE CROSSING	109803	1/13/2026	265.42
		Total Paid by Vendor					**265.42**
	PEREGRINE CORPORATION	3080-71-00000-527001-00000000-	0071073	CRS 2025 FLOODPLAIN MAILOUT	109670	1/6/2026	20,084.23
		Total Paid by Vendor					**20,084.23**
	S&ME INC	3080-71-00000-524042-CONSTRUC-00172	1311302	POP 12/5/25-12/12/25 NORTHERN BYPASS NPDES	109837	1/13/2026	1,140.00
		Total Paid by Vendor					**1,140.00**
	SAIN ASSOCIATES INC	3080-71-00000-524000-ALDOT003-	57196	POP 10/26/25-11/29/25 SLAUGHTER RD	109684	1/6/2026	20,275.65
		3080-71-00000-524008-00000000-	57050	POP:09/28/25-10/25/25 WEST PARK BLVD-US72	109839	1/13/2026	21,306.15
		3080-71-00000-524008-00000000-	57199	POP:10/26/25-11/29/25 WEST PARK BLVD-US72	109839	1/13/2026	29,527.26
		Total Paid by Vendor					**71,109.06**
	UES PROFESSIONAL SOLUTIONS 18 LLC	3080-71-00000-524042-CONSTRUC-00172	0182516307	POP 11/1/25-11/30/25 NORTHERN BYPASS JACOB	90009621	1/6/2026	4,064.00
		3080-71-00000-524042-CONSTRUC-00172	0182600073	POP 12/1/25-12/31/25 NORTHERN BYPASS JACOB	90009687	1/13/2026	390.00
		3080-71-00000-530010-00000000-	0182516139	POP 12/1/25-12/31/25 CRP PROFESSIONAL SERVICES	90009687	1/13/2026	350.00
		3080-71-00000-530010-00000000-	0182515418	POP 11/1/25-11/30/25 CRP PROFESSIONAL SERVICES	90009687	1/13/2026	350.00
		3080-71-00000-530010-00000000-	0182514624	POP 10/1/25-10/31/25 CRP PROFESSIONAL SERVICES	90009687	1/13/2026	350.00
		Total Paid by Vendor					**5,504.00**
	Total by Fund 3080						**382,577.75**
3310	ATHENS UTILITIES	3310-71-00000-515550-00000000-	106-35050-00-1225	POP:11/18/25-12/18/25-ELECTRIC SERVICES UTILITIES	90009564	1/6/2026	35.70
		3310-71-00000-515550-00000000-	136-16800-00-1225	POP: 11/20/25-12/22/25-Q2 ELECTRIC SVCS UTILITIES	90009633	1/13/2026	84.13
		3310-71-00000-515550-00000000-	136-36500-00-1225	POP: 11/20/25-12/22/25--Q2 ELECTRIC SVCS UTILITIES	90009633	1/13/2026	21.01
		3310-71-00000-515550-00000000-	136-56300-00-1225	POP: 11/20/25-12/22/25--Q2 ELECTRIC SVCS UTILITIES	90009633	1/13/2026	13.54
		3310-71-00000-515550-00000000-	136-16900-00-1225	POP: 11/20/25-12/22/25--Q2 ELECTRIC SVCS UTILITIES	90009633	1/13/2026	86.75
		3310-71-00000-515550-00000000-	136-34530-00-1225	POP: 11/20/25-12/22/25--Q2 ELECTRIC SVCS UTILITIES	90009633	1/13/2026	23.64
		3310-71-00000-515550-00000000-	136-16650-00-1225	POP: 11/20/25-12/22/25--Q2 ELECTRIC SVCS UTILITIES	90009633	1/13/2026	73.07
		3310-71-00000-515550-00000000-	136-65650-00-1225	POP:11/20/25-12/22/25-ELECTRIC SERVICES UTILITIES	90009633	1/13/2026	33.28
		3310-71-00000-515550-00000000-	136-65652-01-1225	POP:11/20/25-12/22/25-ELECTRIC SERVICES UTILITIES	90009633	1/13/2026	104.97
		3310-71-00000-515550-00000000-	136-69040-00-1225	POP:11/20/25-12/22/25 ELECTRIC SERVICES UTILITIES	90009633	1/13/2026	61.80
		3310-71-00000-515550-00000000-	146-02400-00-1225	POP:11/24/25-12/29/25 ELECTRIC SERVICES UTILITIES	90009633	1/13/2026	312.12
		3310-71-00000-515550-00000000-	146-02460-01-1225	POP:11/24/25-12/29/25 ELECTRIC SERVICES UTILITIES	90009633	1/13/2026	383.97
		3310-71-00000-515550-00000000-	146-51155-00-1125	POP:10/27/25-11/24/25 ELECTRIC SERVICES UTILITIES	90009633	1/13/2026	621.10
		3310-71-00000-515550-00000000-	146-51155-00-1225	POP:11/24/25-12/29/25-ELECTRIC SERVICES UTILITIES	90009633	1/13/2026	885.66
		3310-71-00000-515550-00000000-	146-51150-00-1125	POP:10/27/25-11/24/25-ELECTRIC SERVICES UTILITIES	90009633	1/13/2026	8,354.38
		3310-71-00000-515550-00000000-	146-51150-00-1225	POP:11/24/25-12/29/25-ELECTRIC SERVICES UTILITIES	90009633	1/13/2026	8,817.06
		3310-71-00000-515550-00000000-	146-43510-00-1125	POP:10/27/25-11/24/25-ELECTRIC SERVICES UTILITIES	90009633	1/13/2026	24.92
		3310-71-00000-515550-00000000-	146-43510-00-1225	POP:11/24/25-12/29/25-ELECTRIC SERVICES UTILITIES	90009633	1/13/2026	33.05
		Total Paid by Vendor					**19,970.15**
	HUNTSVILLE UTILITIES	3310-71-00000-515550-00000000-	205315-122225	POP: 11/17/25-12/15/25-Q1 STREET/TRAFFIC LIGHTS	109646	1/6/2026	38.59
		3310-71-00000-515550-00000000-	1095984-121925	POP: 11/24/25-12/12/25- Q2 STREET/TRAFFIC LIGHTS	109646	1/6/2026	64.07

		3310-71-00000-515550-00000000-	1080874-121925	POP: 11/14/25-12/12/25- Q2 STREET/TRAFFIC LIGHTS	109646	1/6/2026	21.14
		3310-71-00000-515550-00000000-	779183-122625	POP: 11/18/25-12/16/25- Q2 STREET/TRAFFIC LIGHTS	109646	1/6/2026	430.95
		3310-71-00000-515550-00000000-	1079040-121925	POP: 11/22/25-12/12/25- Q2 STREET/TRAFFIC LIGHTS	109646	1/6/2026	119.77
		3310-71-00000-515550-00000000-	204618-123125	POP: 11/24/25-01/01/26-Q2 STREET/TRAFFIC LIGHTS	109777	1/13/2026	1,336.48
		Total Paid by Vendor					**2,011.00**
	Total by Fund 3310						**21,981.15**
3430	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-433733	POP: 12/22/25- STAC VEHICLE REPAIR	90009583	1/6/2026	96.97
		3430-41-00000-515520-00000000-	00019-434454	POP: 01/05/26-STAC VEHICLE REPAIR-2ND QTR	90009644	1/13/2026	2,265.33
		3430-41-00000-515520-00000000-	00019-434524	POP: 01/06/26- STAC VEHICLE REPAIR-2ND QTR	90009644	1/13/2026	63.96
		Total Paid by Vendor					**2,426.26**
	FLEET FUELING	3430-41-00000-515520-00000000-	109525710	POP:12/01/25-12/30/25 STAC FUEL CHARGES	109638	1/6/2026	347.34
		Total Paid by Vendor					**347.34**
	Total by Fund 3430						**2,773.60**
3700	ALABAMA LAWN MASTERS INC	3700-71-00000-515370-00000000-	40548	POP:01/01/26-01/31/26-CUMMINGS RESEARCH PK ANNUALS	109736	1/13/2026	462.00
		Total Paid by Vendor					**462.00**
	Total by Fund 3700						**462.00**
3900	BELLSOUTH TELECOMMUNICATIONS LLC	3900-44-00000-515070-00000000-	28727454831101012026	POP:11/24/25-12/23/25-MOBILITY CRADLEPOINT EMA	109748	1/13/2026	39.99
		Total Paid by Vendor					**39.99**
	DUTCH OIL COMPANY	3900-44-00000-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	22.19
		Total Paid by Vendor					**22.19**
	HUNTSVILLE UTILITIES	3900-44-00000-515700-00000000-	177964-010626	POP: 11/25/25-12/23/25- FOR HSV UTL MONTHLY (QT 2)	109777	1/13/2026	1,244.41
		Total Paid by Vendor					**1,244.41**
	Total by Fund 3900						**1,306.59**
3910	HUNTSVILLE UTILITIES	3910-93-00000-515700-00000000-	100450-122625	POP: 11/12/25-12/16/25-MONTHLY UTILITY BILL	109779	1/13/2026	10,728.98
		Total Paid by Vendor					**10,728.98**
	Total by Fund 3910						**10,728.98**
4017	BAMAVIEW LLC	4017-14-00000-522020-00000000-	5637	POP 12/1/25-12/31/25 PHOTOGRAPHIC DOC	90009604	1/6/2026	2,089.00
		Total Paid by Vendor					**2,089.00**
	CDW GOVERNMENT INC	4017-14-00000-522021-00000000-	AH4YJ3U	APC BATTERY - MARTIN RD	109758	1/13/2026	82.43
		Total Paid by Vendor					**82.43**
	FITE CONSTRUCTION COMPANY LLC	4017-14-00000-522020-00000000-	APPL#13 JHP REC CTR	#13 POP:10/01/25-10/30/25 CONSTRUCTION -JHP REC	90009585	1/6/2026	854,867.03
		4017-14-00000-522020-00000000-	APPL#14R JHP REC CTR	#14 POP:10/31/25-11/30/25 CONSTRUCTION -JHP REC	90009585	1/6/2026	870,844.64
		4017-14-00000-522020-00000000-	APPL#15 JHP REC CTR	#15 POP:12/01/25-12/31/25 CONSTRUCTION -JHP REC	90009585	1/6/2026	806,595.70
		Total Paid by Vendor					**2,532,307.37**
	JAKE MARSHALL SERVICE INC	4017-14-00000-522019-00000000-	HUNTSVILLE-508044	HVAC CONTROLS - MJPSC HPD EVIDENCE STORAGE	90009656	1/13/2026	1,217.43
		4017-14-00000-522019-00000000-	HUNTSVILLE-508049	ACCESS CONTROL-MJPSC EVIDENCE STORAGE	90009656	1/13/2026	6,035.00
		Total Paid by Vendor					**7,252.43**
	PEARCE CONSTRUCTION CO INC	4017-14-00000-521035-00000000-	APPL #5 - JHP VB PAV	#5 POP:11/01/25-11/30/25-CONSTRUCT-JHP SAND VB PAV	90009605	1/6/2026	55,545.55
		4017-14-00000-521035-00000000-	APPL #6 - JHP VB PAV	#6 POP:12/01/25-12/31/25-CONSTRUCT-JHP SAND VB PAV	90009605	1/6/2026	438,962.70
		Total Paid by Vendor					**494,508.25**
	STATE SYSTEMS INC	4017-14-00000-522021-00000000-	148054139	POP 12/1/25-12/31/25 FIRE SPRINKLER TESTING	90009682	1/13/2026	400.00
		4017-14-00000-522021-00000000-	148054141	POP 12/1/25-12/31/25 FIRE SPRINKLER TESTING	90009682	1/13/2026	215.00
		Total Paid by Vendor					**615.00**
	TECH LOGIC CORPORATION	4017-14-00000-522021-00000000-	INV21003684	BOOK LOCKER-MARTIN RD REC	109696	1/6/2026	12,937.50
		Total Paid by Vendor					**12,937.50**
	VERTA, LLC	4017-14-00000-522019-00000000-	P-2635	POP 1/7/26 CONFERENCE ROOM EQUIPMENT	90009690	1/13/2026	6,030.65
		Total Paid by Vendor					**6,030.65**
	W.M. BOEHME INC	4017-14-00000-522021-00000000-	APPL #5 MARTIN RD	#5, POP: 08/11/25-01/05/26-ARCHITECTURAL SVCS	109862	1/13/2026	61,262.50
		4017-14-00000-522021-00000000-	APPL #5 ADD'L SVCS	#5, POP: 08/11/25-01/05/26-ADD'L SVCS	109862	1/13/2026	10,400.00
		Total Paid by Vendor					**71,662.50**
	Total by Fund 4017						**3,127,485.13**
4021	ARCO MURRAY NATIONAL HOLDINGS INC	4021-14-00000-522022-00000000-	APPL#6 - ICE CTR EXP	#6, POP:12/01/25-12/31/25 CONSTRUCTION - HSV ICE	90009562	1/6/2026	2,503,269.02
		Total Paid by Vendor					**2,503,269.02**
	CHORBA CONTRACTING CORP	4021-14-00000-522023-00000000-	APPL#3 VET MUS EXPAN	#3 POP 11/26/25-12/23/25 - VET MUSEUM EXPANSION	90009572	1/6/2026	309,076.80
		Total Paid by Vendor					**309,076.80**
	GTEC LLC	4021-14-00000-522023-00000000-	4555	POP:12/01/25-12/30/25 ENGINEERING SVCS- VETERANS	90009651	1/13/2026	2,385.00
		Total Paid by Vendor					**2,385.00**
	Total by Fund 4021						**2,814,730.82**
6000	ADEM SRF OPERATOR CERTIFICATION SECTION	6000-76-76300-515790-00000000-	WW EXAM FEES 010526	ADEM CERTIFICATIONS FEE FOR 8 CADETS	109606	1/6/2026	2,600.00
		Total Paid by Vendor					**2,600.00**
	AIR HYDRO POWER INC	6000-76-76110-513030-00000000-	11440905	HOSE REPAIRS Q2 JAN-MAR 26(BLANKET)	109733	1/13/2026	245.93

	6000-76-76110-513030-00000000-	11441420	HOSE REPAIRS Q2 JAN-MAR 26(BLANKET)	109733	1/13/2026	399.72
	Total Paid by Vendor					**645.65**
AMERICAN WELDING & GAS INC	6000-76-76200-515340-00000000-	0011272786	Q1 WELDING SUPPLIES (BLANKET)	109611	1/6/2026	189.52
	Total Paid by Vendor					**189.52**
ATHENS UTILITIES	6000-76-76370-515700-00000000-	108-26005-01-1225	POP: 11/18/25-12/18/25-LS UTILITIES Q1 OCT-DEC 25	90009564	1/6/2026	46.20
	6000-76-76370-515700-00000000-	108-08250-01-1225	POP: 11/18/25-12/18/25 -LS UTILITIES Q1 OCT-DEC 25	90009564	1/6/2026	4,473.39
	6000-76-76370-515700-00000000-	118-34918-00-1225	POP: 11/19/25-12/19/25-LS UTILITIES Q1 OCT-DEC 25	90009564	1/6/2026	106.68
	6000-76-76370-515700-00000000-	136-68820-00-1225	POP:11/20/25-12/21/25-LS UTILITIES Q1 OCT-DEC 2025	90009564	1/6/2026	23.97
	6000-76-76370-515700-00000000-	116-32200-01-1225	POP:11/19/25-12/19/25-LS UTILITIES Q1 OCT-DEC 25	90009564	1/6/2026	189.45
	6000-76-76370-515700-00000000-	136-16500-01-1225	POP: 11/20/25-12/22/25--LS UTILITIES Q1 OCT-DEC 25	90009564	1/6/2026	2,416.54
	6000-76-76370-515700-00000000-	136-16610-00-1225	POP:11/20/25-12/22/25-LS UTILITIES Q1 OCT-DEC25	90009564	1/6/2026	25.68
	6000-76-76370-515700-00000000-	144-29008-00-1225	POP: 11/24/25-12/29/25-LS UTILITIES Q1 OCT-DEC 25	90009633	1/13/2026	121.04
	6000-76-76370-515700-00000000-	142-69995-01-1225	LS UTILITIES Q1 OCT-DEC 25	90009633	1/13/2026	546.07
	6000-76-76370-515700-00000000-	144-00060-00-1225	POP:11/24/25-12/29/25-LS UTILITIES Q1 OCT-DEC 25	90009633	1/13/2026	56.33
	6000-76-76370-515700-00000000-	144-31850-00-1225	POP: 11/24/25-12/29/25--LS UTILITIES Q1 OCT-DEC 25	90009633	1/13/2026	905.57
	6000-76-76370-515700-00000000-	144-00199-00-1225	POP: 11/24/25-12/29/25--LS UTILITIES Q1 OCT-DEC 25	90009633	1/13/2026	62.02
	6000-76-76370-515700-00000000-	142-61538-00-1225	POP: 11/24/25-12/29/25--LS UTILITIES Q1 OCT-DEC 25	90009633	1/13/2026	28.64
	6000-76-76370-515700-00000000-	146-02493-00-1225	POP: 11/24/25-12/29/25--LS UTILITIES Q1 OCT-DEC 25	90009633	1/13/2026	10,643.61
	6000-76-76370-515700-00000000-	142-67390-01-1225	POP: 11/24/25-12/29/25--LS UTILITIES Q1 OCT-DEC 25	90009633	1/13/2026	1,041.04
	Total Paid by Vendor					**20,686.23**
BELLSOUTH TELECOMMUNICATIONS LLC	6000-76-76100-515070-00000000-	256 534-5657-1225	POP: 12/20/25-01/19/26-CMOMDATA FLOW LINES	109613	1/6/2026	254.12
	Total Paid by Vendor					**254.12**
CELLCO PARTNERSHIP	6000-76-76100-515070-00000000-	6131908139	POP 11/26/25-12/25/25 VERIZON SERVICES COH	109705	1/6/2026	4,864.27
	Total Paid by Vendor					**4,864.27**
CINTAS	6000-76-76100-515670-00000000-	4254785875	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	109623	1/6/2026	114.38
	6000-76-76100-515670-00000000-	4254575705	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	109623	1/6/2026	45.00
	6000-76-76100-515670-00000000-	4254785864	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	109623	1/6/2026	72.84
	6000-76-76100-515670-00000000-	4254558852	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	109623	1/6/2026	105.49
	6000-76-76100-515670-00000000-	4254796460	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	109623	1/6/2026	119.25
	6000-76-76100-515670-00000000-	4254939060	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	109623	1/6/2026	38.87
	6000-76-76100-515670-00000000-	4254795964	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	109623	1/6/2026	1,360.33
	6000-76-76100-515670-00000000-	4255741350	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	109760	1/13/2026	38.87
	6000-76-76100-515670-00000000-	4255595126	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	109760	1/13/2026	2,099.58
	6000-76-76100-515670-00000000-	4255427397	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	109760	1/13/2026	114.38
	6000-76-76100-515670-00000000-	4255283863	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	109760	1/13/2026	105.49
	6000-76-76100-515670-00000000-	4255598506	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	109760	1/13/2026	119.25
	6000-76-76100-515670-00000000-	4255300214	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	109760	1/13/2026	45.00
	Total Paid by Vendor					**4,378.73**
CORA INC	6000-76-76300-516030-00000000-	462402	POP: 12/17/25 PUMPING-MONTE SANO/ VAR PROJ	90009603	1/6/2026	7,000.00
	6000-76-76300-516030-00000000-	462674	POP: 12/22/25 PUMPING-MONTE SANO/ VAR PROJ	90009603	1/6/2026	2,625.00
	6000-76-76300-516030-00000000-	462578	POP: 12/16/25 PUMPING-MONTE SANO/ VAR PROJ	90009603	1/6/2026	175.00
	6000-76-76300-516030-00000000-	462619	POP: 12/11/25 PUMPING-MONTE SANO/ VAR PROJ	90009603	1/6/2026	175.00
	6000-76-76300-516030-00000000-	462692	POP: 12/22/25 PUMPING-MONTE SANO/ VAR PROJ	90009603	1/6/2026	175.00
	6000-76-76300-516030-00000000-	462400	POP: 12/15/25 PUMPING-MONTE SANO/ VAR PROJ	90009603	1/6/2026	8,750.00
	6000-76-76300-516030-00000000-	462408	POP 12/29/25 PUMPING-MONTE SANO	90009603	1/6/2026	8,750.00
	6000-76-76300-516030-00000000-	462409	POP 1/6/26 PUMPING-MONTE SANO	90009668	1/13/2026	7,875.00
	6000-76-76300-516030-00000000-	462819	POP 1/7/25 PUMPING-MONTE SANO	90009668	1/13/2026	175.00
	6000-76-76300-516030-00000000-	462859	POP 1/3/26PUMPING-MONTE SANO	90009668	1/13/2026	175.00
	Total Paid by Vendor					**35,875.00**
CORE & MAIN LP	6000-00-00000-140100-00000000-	Y248757	INVENTORY RESTOCK	90009574	1/6/2026	1,057.10
	6000-76-76370-513040-00000000-	Y122763	I565 PS UPGRADE	90009574	1/6/2026	6,474.60
	6000-00-00000-140100-00000000-	Y251410	INVENTORY RESTOCK	90009574	1/6/2026	3,060.00
	6000-76-76250-513040-00000000-	Y206671	MAINTENANCE PL 1 BLOWERS	90009574	1/6/2026	212.00
	Total Paid by Vendor					**10,803.70**
DEFENSE PEST SOLUTIONS	6000-76-76100-515370-00000000-	62134	POP: 01/01/26-WPC PEST CONTROL FY26	90009576	1/6/2026	170.00
	Total Paid by Vendor					**170.00**
DELL MARKETING LP	6000-76-76110-520200-00000000-	10842905996	DELL LATITUDE 7230 RUGGED EXTREME TABLETS FOR WP	90009577	1/6/2026	11,270.20
	6000-76-76110-520200-00000000-	60142938731	CREDIT MEMO FOR INVOICE 10842905996	90009577	1/6/2026	-1,608.68
	Total Paid by Vendor					**9,661.52**
DUTCH OIL COMPANY	6000-00-00000-140100-00000000-	INV-229064	POP: 12/18/25-WPC FUELING FACILITY Q1 OCT-DEC 25	90009580	1/6/2026	811.21
	6000-76-76110-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	28.78

	6000-76-76110-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	40.95
	6000-76-76110-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	71.93
	6000-76-76110-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	70.93
	Total Paid by Vendor					**1,023.80**
ECO-TECH INC	6000-76-76200-515340-00000000-	252909	WAREHOUSE (STOCK) (EXEMPT)	109764	1/13/2026	12,109.00
	Total Paid by Vendor					**12,109.00**
ENERSOLV CORPORATION	6000-76-76100-515370-00000000-	L2600094	POP: 12/10/25-LAB SAMPLES TESTING Q1, OCT-DEC 25	109765	1/13/2026	122.00
	6000-76-76100-515370-00000000-	L2600092	POP: 10/27/25-LAB SAMPLES TESTING Q1, OCT-DEC 25	109765	1/13/2026	9,300.00
	6000-76-76100-515370-00000000-	L2600093	POP:12/10/25-LAB SAMPLES TESTING Q1, OCT-DEC 25	109765	1/13/2026	19.00
	Total Paid by Vendor					**9,441.00**
ESTES EQUIPMENT CO INC	6000-76-76250-513040-00000000-	202209125	POP: 12/19/25- EM FUEL SYS REPAIRS Q1 OCT-DEC 25	109635	1/6/2026	340.50
	6000-76-76250-513040-00000000-	202209124	EM FUEL SYS REPAIRS Q1 OCT-DEC 25 (BLANKET)	109635	1/6/2026	885.00
	Total Paid by Vendor					**1,225.50**
FERGUSON US HOLDINGS INC	6000-76-76200-515340-00000000-	1626035	STOCK (WAREHOUSE)	90009645	1/13/2026	538.10
	Total Paid by Vendor					**538.10**
GRAYBAR ELECTRIC COMPANY	6000-76-76370-513040-00000000-	9351453173	565 PS	109640	1/6/2026	1,614.28
	6000-76-00000-526000-00000000-	9351453219	FISHER LS UPGRADE	109640	1/6/2026	52,022.68
	6000-76-00000-526000-00000000-	9351453244	REDSTONE PS UPGRADE	109640	1/6/2026	52,022.68
	6000-76-00000-526000-00000000-	9351532140	REDSTONE PS UPGRADE	109640	1/6/2026	117.10
	6000-76-00000-526000-00000000-	9351532150	FISHER LS UPGRADE	109640	1/6/2026	192.49
	6000-76-76220-513040-00000000-	9351517041	PL6 HOLDING TANK MIXER	109770	1/13/2026	1,297.10
	Total Paid by Vendor					**107,266.33**
HACH COMPANY	6000-76-76200-515340-00000000-	14811393	LAB SUPPLIES (EXEMPT)	109771	1/13/2026	873.50
	6000-76-76200-515340-00000000-	14817417	LAB SUPPLIES (EXEMPT)	109771	1/13/2026	99.36
	Total Paid by Vendor					**972.86**
HARCROS CHEMICALS INC	6000-76-76110-515060-00000000-	871013415	PL2 TREATMENT CHEMICALS	109772	1/13/2026	11,990.17
	Total Paid by Vendor					**11,990.17**
HARVEST MONROVIA SEWER AND FIRE PROTECTION	6000-76-76370-515700-00000000-	24115-1225	POP: 11/03/25-12/12/25-Q1 LIFT STATION UTILITIES	109773	1/13/2026	18.68
	6000-76-76370-515700-00000000-	26511-1225	POP: 11/19/25-12/29/25-Q1 LIFT STATION UTILITIES	109773	1/13/2026	18.68
	Total Paid by Vendor					**37.36**
HIGGINBOTHAM INSURANCE AGENCY, INC.	6000-76-76100-515220-00000000-	417428	POP: 10/31/25-10/31/26-PROPERTY INSURANCE	90009588	1/6/2026	2,071.43
	Total Paid by Vendor					**2,071.43**
HOLSTON GASES INC	6000-76-76200-515340-00000000-	161680	POP: 12/16/25 - MAINT SHOP Q1 OCT-DEC 25	109775	1/13/2026	199.50
	Total Paid by Vendor					**199.50**
HUNTSVILLE FASTENER & SUPPLY INC	6000-76-76200-515340-00000000-	6531944	MAINTENANCE SUPPLIES	90009589	1/6/2026	485.60
	Total Paid by Vendor					**485.60**
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	78331	SAFETY ITEMS, POWER TOOLS/CONST Q1 (BLANKET)	109648	1/6/2026	806.16
	6000-76-76200-515340-00000000-	78599	SAFETY ITEMS, POWER TOOLS/CONST Q2 (BLANKET)	109780	1/13/2026	412.39
	6000-76-76200-515340-00000000-	78557	SAFETY ITEMS, POWER TOOLS/CONST Q2 (BLANKET)	109780	1/13/2026	611.95
	Total Paid by Vendor					**1,830.50**
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	7.05
	6000-76-76110-513030-00000000-	278483	WPC AUTO PARTS Q1 (BLANKET)	109659	1/6/2026	1,077.41
	6000-76-76110-513030-00000000-	278503	WPC AUTO PARTS Q1 (BLANKET)	109659	1/6/2026	213.74
	6000-76-76110-513030-00000000-	278516	WPC AUTO PARTS Q1 (BLANKET)	109659	1/6/2026	222.42
	6000-76-76110-513030-00000000-	278535	WPC AUTO PARTS Q1 (BLANKET)	109659	1/6/2026	158.00
	6000-76-76110-513030-00000000-	278678	NAPA TRX DATE 010726	109795	1/13/2026	18.60
	6000-76-76110-513030-00000000-	278678	NAPA TRX DATE 010726	109795	1/13/2026	7.05
	6000-76-76110-513030-00000000-	278678	NAPA TRX DATE 010726	109795	1/13/2026	13.19
	6000-76-76110-513030-00000000-	278678	NAPA TRX DATE 010726	109795	1/13/2026	53.86
	6000-76-76110-513030-00000000-	278678	NAPA TRX DATE 010726	109795	1/13/2026	101.28
	6000-76-76110-513030-00000000-	278678	NAPA TRX DATE 010726	109795	1/13/2026	22.75
	6000-76-76110-513030-00000000-	278678	NAPA TRX DATE 010726	109795	1/13/2026	17.24
	6000-76-76110-513030-00000000-	278678	NAPA TRX DATE 010726	109795	1/13/2026	58.22
	6000-76-76110-513030-00000000-	278678	NAPA TRX DATE 010726	109795	1/13/2026	22.31
	6000-76-76110-513030-00000000-	278678	NAPA TRX DATE 010726	109795	1/13/2026	19.21
	6000-76-76110-513030-00000000-	278688	WPC AUTO PARTS Q2 (BLANKET)	109795	1/13/2026	2,509.07
	Total Paid by Vendor					**4,521.40**
MAXIM CRANE WORKS LP	6000-76-76370-513040-00000000-	56109617	POP 12/9/25 LIFT STATIONS	109662	1/6/2026	540.00
	6000-76-76370-513040-00000000-	56109668	POP 12/30/25 LIFT STATIONS	109797	1/13/2026	540.00
	Total Paid by Vendor					**1,080.00**
MCGRIFF TIRE CO INC	6000-76-76110-513030-00000000-	4660092151	POP: 01/07/26-R & M FOR EQ#030694	90009663	1/13/2026	2,459.30

		6000-76-76110-513030-00000000-	4660091908	POP 12/24/25 EM R&M EQ#030727	90009663	1/13/2026	592.75
		6000-76-76110-513030-00000000-	4660092190	POP 1/7/26 EM R&M EQ#022628	90009663	1/13/2026	599.20
		Total Paid by Vendor					**3,651.25**
	NEXTRAN TRUCK CENTER	6000-76-76110-513030-00000000-	18W31730	POP:12/15/25-12/19/25, EQ# 030711 OVER 25K GVRW	109800	1/13/2026	1,385.68
		Total Paid by Vendor					**1,385.68**
	OCCUPATIONAL HEALTH GROUP	6000-76-76300-515790-00000000-	285507	POP 12/3/25 EMPLOYEE VACCINATIONS	109804	1/13/2026	235.00
		Total Paid by Vendor					**235.00**
	OCR WATER & FIRE PROTECTION AUTHORITY	6000-76-76370-515700-00000000-	010-03293-011225	POP 11/19/25-12/19/25 UTILITIES	109668	1/6/2026	20.05
		6000-76-76370-515700-00000000-	017-02010-011225	POP 11/24/25-12/29/25 UTILITIES	109668	1/6/2026	20.05
		Total Paid by Vendor					**40.10**
	PENHALL COMPANY	6000-76-76300-516030-00000000-	256148	POP: 12/22/25-POINT REPAIR-1ST CALL Q1	109807	1/13/2026	807.50
		Total Paid by Vendor					**807.50**
	PINE BLUFF MATERIALS CO LLC	6000-76-76200-515340-00000000-	260914	FOR WWTP DRYING BEDS Q2 (BLANKET)	90009671	1/13/2026	1,378.34
		6000-76-76200-515340-00000000-	260915	FOR WWTP DRYING BEDS Q2 (BLANKET)	90009671	1/13/2026	2,746.43
		6000-76-76200-515340-00000000-	260916	FOR WWTP DRYING BEDS Q2 (BLANKET)	90009671	1/13/2026	1,388.06
		Total Paid by Vendor					**5,512.83**
	PRO-AIR SERVICES INC	6000-76-76260-513040-00000000-	103242	POP 12/24/25 PL4 SERVICE UNIT	90009674	1/13/2026	391.00
		Total Paid by Vendor					**391.00**
	RELIABILITY POINT LLC	6000-76-76200-515340-00000000-	18594	POP 1/6/26-1/8/26 TVI REPAIR FOR ARIES	109832	1/13/2026	5,557.91
		6000-76-76200-515340-00000000-	18593	POP 12/20/25-1/8/26 TVI CRAWLER REPAIR	109832	1/13/2026	1,388.18
		Total Paid by Vendor					**6,946.09**
	SANSOM EQUIPMENT COMPANY INC	6000-76-76110-513030-00000000-	W01251	POP 11/18/25-12/3/25 R & M FOR EQ# 030609	109686	1/6/2026	1,653.14
		Total Paid by Vendor					**1,653.14**
	SOLID WASTE DISPOSAL AUTHORITY	6000-76-76200-515730-00000000-	T1009111	POP 12/1/25-12/31/25 SOLID WASTE DISP	90009612	1/6/2026	13,050.43
		Total Paid by Vendor					**13,050.43**
	SOUTHERN BALANCE CALIBRATIONS	6000-76-76260-513040-00000000-	010926-A	POP 1/6/26-1/8/26 LAB EQUIPMENT CALIB	109846	1/13/2026	1,380.00
		Total Paid by Vendor					**1,380.00**
	STAPLES INC	6000-76-76200-515340-00000000-	6051493455	CM FOR 6050565959 OFFICE SUPPLIES	90009614	1/6/2026	-93.15
		Total Paid by Vendor					**-93.15**
	TRI COUNTY SHOES INCORPORATED	6000-76-76100-515670-00000000-	758ST1-3186679	WPC FY26 SAFETY TOE FOOTWEAR Q2 (BLANKET)	90009675	1/13/2026	175.00
		Total Paid by Vendor					**175.00**
	TRIGREEN EQUIPMENT	6000-76-76110-513030-00000000-	6388713	R & M OF EQ# 050702-PARTS	90009618	1/6/2026	440.09
		Total Paid by Vendor					**440.09**
	TRINITY MACHINE SHOP LLC	6000-76-76380-513040-00000000-	59279	MONTE SANO PUMP HOSES	90009619	1/6/2026	288.00
		Total Paid by Vendor					**288.00**
	VULCAN MATERIALS CO	6000-76-76300-516030-00000000-	5334225	POINT REPAIR Q1 (BLANKET)	90009622	1/6/2026	1,142.40
		6000-76-76300-516030-00000000-	5389333	POINT REPAIR Q2 (BLANKET)	90009691	1/13/2026	509.30
		6000-76-76300-516030-00000000-	5389515	POINT REPAIR Q2 (BLANKET)	90009691	1/13/2026	625.20
		Total Paid by Vendor					**2,276.90**
	WOODY ANDERSON FORD INC	6000-76-76110-513030-00000000-	16552195	POP:12/15/25-12/19/25 R & M FOR EQ# 021562	109710	1/6/2026	4,630.03
		Total Paid by Vendor					**4,630.03**
	Total by Fund 6000						**287,691.18**
6010	CORA INC	6010-76-00000-526000-00000000-	461028	POP 12/31/25 EM PLUMBING REPAIRS	90009603	1/6/2026	610.00
		6010-76-00000-526000-00000000-	462158	POP 12/19/25 EM PLUMBING REPAIRS	90009603	1/6/2026	110.00
		6010-76-00000-526000-00000000-	462403	POP 12/18/25 EM PLUMBING REPAIRS	90009603	1/6/2026	110.00
		6010-76-00000-526000-00000000-	462511	POP 12/29/25 EM PLUMBING REPAIRS	90009603	1/6/2026	1,000.00
		6010-76-00000-526000-00000000-	462804	POP 12/23/25 EM PLUMBING REPAIRS	90009603	1/6/2026	110.00
		Total Paid by Vendor					**1,940.00**
	Total by Fund 6010						**1,940.00**
6020	ASCENT LIFTING INC	6020-76-00000-526000-00000000-	67025188-00	LIFT STATION MAINTENANCE (VARIOUS)	109746	1/13/2026	8,929.78
		Total Paid by Vendor					**8,929.78**
	GRAYBAR ELECTRIC COMPANY	6020-76-00000-526000-00000000-	9351532161	PL1A	109640	1/6/2026	9,773.09
		6020-76-00000-526000-00000000-	9351582736	SCADA (VARIOUS LOCATIONS)	109770	1/13/2026	9,172.96
		Total Paid by Vendor					**18,946.05**
	TETRA TECH INC	6020-76-00000-526000-00000000-	52532050	POP 12/1/25-12/31/25 ON CALL EDS SVCS	90009683	1/13/2026	9,770.00
		Total Paid by Vendor					**9,770.00**
	Total by Fund 6020						**37,645.83**
6030	CORA INC	6030-71-00000-526000-00000000-	462407	POP 12/30/25 PUMPING-ENGINEERING	90009603	1/6/2026	4,375.00
		6030-71-00000-526000-00000000-	462780	POP 12/31/25 PUMPING-ENGINEERING	90009603	1/6/2026	3,500.00
		6030-71-00000-526000-00000000-	462815	POP 12/29/25 PUMPING-ENGINEERING	90009603	1/6/2026	3,150.00
		6030-71-00000-526000-00000000-	462518	POP 12/7/25 PUMPING-ENGINEERING	90009668	1/13/2026	4,375.00

		6030-71-00000-526000-00000000-	462671	POP 1/5/26 PUMPING-ENGINEERING	90009668	1/13/2026	2,975.00
		6030-71-00000-526000-00000000-	462856	POP 1/4/26 PUMPING-ENGINEERING	90009668	1/13/2026	2,975.00
		6030-71-00000-526000-00000000-	462861	POP 1/2/26 PUMPING-ENGINEERING	90009668	1/13/2026	2,975.00
		6030-71-00000-526000-00000000-	462905	POP 1/5/26 PUMPING-ENGINEERING	90009668	1/13/2026	2,975.00
		6030-71-00000-526000-00000000-	462936	POP 1/8/26 PUMPING-ENGINEERIN	90009668	1/13/2026	3,850.00
		6030-71-00000-526000-00000000-	462820	POP 1/7/26 PUMPING-ENGINEERING	90009668	1/13/2026	4,375.00
		Total Paid by Vendor					**35,525.00**
	KASEY BECKER	6030-71-00000-526000-00000000-	41239	POP:11/01/25-11/30/25- GRAVITY EXTENSION PROJECT	109786	1/13/2026	85.00
		Total Paid by Vendor					**85.00**
	MCCORD CONSTRUCTION	6030-71-00000-526000-00000000-	2380	POP: 12/18/25-01/04/26 MOHAWK PHASE 3	90009600	1/6/2026	18,474.65
		Total Paid by Vendor					**18,474.65**
	Total by Fund 6030						**54,084.65**
6040	GARVER LLC	6040-71-00000-526000-00000000-	2500349-7	POP:11/08/25-12/12/25-I-565 FORCE MAIN RELOCATION	90009648	1/13/2026	41,337.61
		Total Paid by Vendor					**41,337.61**
	Total by Fund 6040						**41,337.61**
6200	DUTCH OIL COMPANY	6200-55-55200-514010-00000000-	CFN-47327	FUELING TRANS DATED 123025	90009580	1/6/2026	3,068.50
		6200-55-55200-514010-00000000-	CFN-47346	FUELING TRANS DATED 123125	90009580	1/6/2026	3,280.59
		6200-55-55200-514010-00000000-	CFN-47525	FUELING TRANS DATED 010226	90009580	1/6/2026	3,211.98
		6200-55-55200-514010-00000000-	CFN-47540	FUELING TRANS DATED 010526	90009642	1/13/2026	2,953.36
		6200-55-55200-514010-00000000-	CFN-47559	FUELING TRANS DATED 010626	90009642	1/13/2026	2,870.86
		6200-55-55200-514010-00000000-	CFN-47588	FUELING TRANS DATED 010726	90009642	1/13/2026	3,389.12
		6200-55-55200-514010-00000000-	CFN-47606	FUELING TRANS DATED 010826	90009642	1/13/2026	2,509.51
		Total Paid by Vendor					**21,283.92**
	FREIGHTLINER OF ARIZONA LLC	6200-55-55200-513030-00000000-	RA380016990:01	COM TX 123125/RA380016990:01	109704	1/6/2026	1,472.00
		6200-55-55200-513030-00000000-	RA380016990:01	COM TX 123125/RA380016990:01	109704	1/6/2026	191.64
		6200-55-55200-513030-00000000-	RA380016675:02	COM TX 010526/RA380016675:02	109704	1/6/2026	2,028.60
		6200-55-55200-513030-00000000-	RA380016675:02	COM TX 010526/RA380016675:02	109704	1/6/2026	552.39
		6200-55-55200-513030-00000000-	RA380016675:02	COM TX 010526/RA380016675:02	109704	1/6/2026	243.43
		Total Paid by Vendor					**4,488.06**
	MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	196.19
		6200-55-55200-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	7.05
		6200-55-55200-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	1.82
		6200-55-55200-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	2.08
		6200-55-55200-513030-00000000-	278505	NAPA TRX DATE 123025	109659	1/6/2026	5.60
		6200-55-55200-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	16.89
		6200-55-55200-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	60.72
		6200-55-55200-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	590.15
		6200-55-55200-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	49.95
		6200-55-55200-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	204.94
		6200-55-55200-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	284.50
		6200-55-55200-513030-00000000-	278550	NAPA TRX DATE 123125	109659	1/6/2026	322.20
		6200-55-55200-513030-00000000-	278575	NAPA TRX DATE 010226	109659	1/6/2026	85.37
		6200-55-55200-513030-00000000-	278575	NAPA TRX DATE 010226	109659	1/6/2026	1,231.00
		6200-55-55200-513030-00000000-	278575	NAPA TRX DATE 010226	109659	1/6/2026	256.32
		6200-55-55200-513030-00000000-	278575	NAPA TRX DATE 010226	109659	1/6/2026	51.38
		6200-55-55200-513030-00000000-	278575	NAPA TRX DATE 010226	109659	1/6/2026	506.46
		6200-55-55200-513030-00000000-	278575	NAPA TRX DATE 010226	109659	1/6/2026	18.48
		6200-55-55200-513030-00000000-	278575	NAPA TRX DATE 010226	109659	1/6/2026	25.80
		6200-55-55200-513030-00000000-	278575	NAPA TRX DATE 010226	109659	1/6/2026	35.30
		6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	41.62
		6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	49.10
		6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	113.17
		6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	16.53
		6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	44.13
		6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	74.61
		6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	7.05
		6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	16.41
		6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	3.35
		6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	110.11
		6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	139.23
		6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	65.00

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6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	72.14
6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	16.23
6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	5.34
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6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	16.23
6200-55-55200-513030-00000000-	278590	NAPA TRX DATE 010526	109659	1/6/2026	16.23
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6200-55-55200-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	23.98
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6200-55-55200-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	7.05
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6200-55-55200-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	271.04
6200-55-55200-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	39.24
6200-55-55200-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	25.74
6200-55-55200-513030-00000000-	278628	NAPA TRX DATE 010626	109795	1/13/2026	56.61
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6200-55-55200-513030-00000000-	278678	NAPA TRX DATE 010726	109795	1/13/2026	9.39
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6200-55-55200-513030-00000000-	278678	NAPA TRX DATE 010726	109795	1/13/2026	16.89
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6200-55-55200-513030-00000000-	278678	NAPA TRX DATE 010726	109795	1/13/2026	36.70
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6200-55-55200-513030-00000000-	278749	NAPA TRX DATE 010826	109795	1/13/2026	1,001.33
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6200-55-55200-513030-00000000-	278749	NAPA TRX DATE 010826	109795	1/13/2026	43.20
6200-55-55200-513030-00000000-	278749	NAPA TRX DATE 010826	109795	1/13/2026	28.22
6200-55-55200-513030-00000000-	278749	NAPA TRX DATE 010826	109795	1/13/2026	24.82
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6200-55-55200-513030-00000000-	278749	NAPA TRX DATE 010826	109795	1/13/2026	74.61
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6200-55-55200-513030-00000000-	278794	NAPA TRX DATE 010926	109795	1/13/2026	41.62
6200-55-55200-513030-00000000-	278794	NAPA TRX DATE 010926	109795	1/13/2026	74.61
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	6200-55-55200-513030-00000000-	278794	NAPA TRX DATE 010926	109795	1/13/2026	62.41
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	6200-55-55200-513030-00000000-	278794	NAPA TRX DATE 010926	109795	1/13/2026	16.53
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	6200-55-55200-513030-00000000-	278794	NAPA TRX DATE 010926	109795	1/13/2026	62.41
	6200-55-55200-513030-00000000-	278794	NAPA TRX DATE 010926	109795	1/13/2026	74.61
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	6200-55-55200-513030-00000000-	278794	NAPA TRX DATE 010926	109795	1/13/2026	95.84
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	6200-55-55200-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	28.38
	6200-55-55200-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	199.99
	6200-55-55200-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	3.87
	6200-55-55200-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	506.46
	6200-55-55200-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	35.30
	6200-55-55200-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	16.80
	6200-55-55200-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	25.80
	6200-55-55200-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	75.30
	6200-55-55200-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	60.72
	6200-55-55200-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	1,759.37
	6200-55-55200-513030-00000000-	278843	NAPA TRX DATE 011226	109795	1/13/2026	590.15
	Total Paid by Vendor					**15,150.02**
REPUBLIC SERVICES INC	6200-55-55200-515730-00000000-	0979-001192025	POP 11/1/25-12/31/25 HHA TIPPING FEES	109681	1/6/2026	88,640.00
	Total Paid by Vendor					**88,640.00**
S & S FIRESTONE INC	6200-55-55200-513030-00000000-	4230028052	COM TX 123125/4230028052	90009568	1/6/2026	85.00
	6200-55-55200-513030-00000000-	4230028052	COM TX 123125/4230028052	90009568	1/6/2026	56.00
	6200-55-55200-513030-00000000-	4230028053	COM TX 123125/4230028053	90009568	1/6/2026	85.00
	6200-55-55200-513030-00000000-	4230028053	COM TX 123125/4230028053	90009568	1/6/2026	168.00
	6200-55-55200-513030-00000000-	4230028054	COM TX 123125/4230028054	90009568	1/6/2026	56.00
	6200-55-55200-513030-00000000-	4230028055	COM TX 123125/4230028055	90009568	1/6/2026	56.00
	6200-55-55200-513030-00000000-	4230028056	COM TX 123125/4230028056	90009568	1/6/2026	84.00
	6200-55-55200-513030-00000000-	4230028057	COM TX 123125/4230028057	90009568	1/6/2026	28.00
	6200-55-55200-513030-00000000-	4230028058	COM TX 123125/4230028058	90009568	1/6/2026	28.00
	6200-55-55200-513030-00000000-	4230028059	COM TX 123125/4230028059	90009568	1/6/2026	56.00
	6200-55-55200-513030-00000000-	4230027923	COM TX 010726/4230027923	90009635	1/13/2026	85.00
	6200-55-55200-513030-00000000-	4230027923	COM TX 010726/4230027923	90009635	1/13/2026	33.00
	6200-55-55200-513030-00000000-	4230027928	COM TX 010726/4230027928	90009635	1/13/2026	38.00
	6200-55-55200-513030-00000000-	4230027931	COM TX 010726/4230027931	90009635	1/13/2026	85.00
	6200-55-55200-513030-00000000-	4230027931	COM TX 010726/4230027931	90009635	1/13/2026	33.00
	6200-55-55200-513030-00000000-	4230028216	COM TX 010726/4230028216	90009635	1/13/2026	85.00
	6200-55-55200-513030-00000000-	4230028216	COM TX 010726/4230028216	90009635	1/13/2026	28.00
	6200-55-55200-513030-00000000-	4230028218	COM TX 010726/4230028218	90009635	1/13/2026	85.00
	6200-55-55200-513030-00000000-	4230028218	COM TX 010726/4230028218	90009635	1/13/2026	56.00
	6200-55-55200-513030-00000000-	4230028218	COM TX 010726/4230028218	90009635	1/13/2026	724.50
	6200-55-55200-513030-00000000-	4230028219	COM TX 010726/4230028219	90009635	1/13/2026	85.00
	6200-55-55200-513030-00000000-	4230028219	COM TX 010726/4230028219	90009635	1/13/2026	33.00
	Total Paid by Vendor					**2,072.50**
SCHAEFER SYSTEMS INTERNATIONAL INC	6200-55-55200-513040-00000000-	PCINV172059	12" WHEELS FOR STOCK	109840	1/13/2026	6,409.00
	Total Paid by Vendor					**6,409.00**
SOLID WASTE DISPOSAL AUTHORITY	6200-55-55200-515730-00000000-	T1009019	POP:12/01/25-12/31/25 SOLID WASTE TIPPING FEES	90009680	1/13/2026	304,084.43
	6200-55-55200-515730-00000000-	T1008914	POP 11/01/25-11/30/25 SOLID WASTE TIPPING FEES	90009680	1/13/2026	265,044.80
	Total Paid by Vendor					**569,129.23**
STAPLES INC	6200-55-55200-515340-00000000-	6052250560	OFFICE SUPPLIES FOR SANITATION	90009614	1/6/2026	59.71
	6200-55-55200-515340-00000000-	6052250540	OFFICE SUPPLIES FOR SANITATION	90009681	1/13/2026	17.39

		6200-55-55200-515340-00000000-	6052250542	OFFICE SUPPLIES FOR SANITATION	90009681	1/13/2026	9.72
		Total Paid by Vendor					**86.82**
	THOMPSON TRACTOR COMPANY INC	6200-55-55200-513030-00000000-	TTC1-1321665	COM TX 010526/TTC1-1321665	109697	1/6/2026	37.98
		6200-55-55200-513030-00000000-	TTC1-1321665	COM TX 010526/TTC1-1321665	109697	1/6/2026	487.50
		6200-55-55200-513030-00000000-	TTC1-1321665	COM TX 010526/TTC1-1321665	109697	1/6/2026	43.80
		Total Paid by Vendor					**569.28**
	TOTER LLC	6200-55-55200-513040-00000000-	20INV000852466	96 GALLON CANS FOR STOCK	109699	1/6/2026	22,942.88
		6200-55-55200-513040-00000000-	20INV000851408	96 GALLON CANS FOR STOCK	109699	1/6/2026	22,942.89
		Total Paid by Vendor					**45,885.77**
	Total by Fund 6200						**753,714.60**
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-16-00000-517010-00000000-	HEALTH CLM 12/29-1/2	POP: 12/29/25-1/02/26 HEALTH CLAIMS	90009569	1/6/2026	66,401.13
		7000-16-00000-517015-00000000-	HEALTH CLM 12/29-1/2	POP: 12/29/25-1/02/26 HEALTH CLAIMS	90009569	1/6/2026	24,766.94
		7000-16-00000-517025-00000000-	HEALTH CLM 12/29-1/2	POP: 12/29/25-1/02/26 HEALTH CLAIMS	90009569	1/6/2026	24.21
		7000-16-00000-517010-00000000-	HEALTH CLMS 1/5-1/9	POP: 1/5/26-1/9/26 HEALTH CLAIMS	90009636	1/13/2026	75,644.08
		7000-16-00000-517015-00000000-	HEALTH CLMS 1/5-1/9	POP: 1/5/26-1/9/26 HEALTH CLAIMS	90009636	1/13/2026	13,662.09
		7000-16-00000-517025-00000000-	HEALTH CLMS 1/5-1/9	POP: 1/5/26-1/9/26 HEALTH CLAIMS	90009636	1/13/2026	-33.47
		Total Paid by Vendor					**180,464.98**
	Total by Fund 7000						**180,464.98**
Grand Total							**21,526,726.71**

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-00000000-					
2 REFUND PAYMENTS	0001-00-00000-110004-00000000-	109680	01/06/2026	010626A	1,300.00	AARON L. FARMER
	0001-00-00000-110004-00000000-	109811	01/13/2026	011326A	7,139.22	BATH & BODY WORKS, LLC
	0001-00-00000-110004-00000000-	109812	01/13/2026	011326A	341.43	BE GATHERED RENTALS, LLC
	0001-00-00000-110004-00000000-	109813	01/13/2026	011326A	500.00	BRADLEY K. BELT
	0001-00-00000-110004-00000000-	109814	01/13/2026	011326A	1,108.00	BRADLEY WADE AULTMAN
	0001-00-00000-110004-00000000-	109679	01/06/2026	010626A	618.00	CODY WALTER LEE HATFIELD
	0001-00-00000-110004-00000000-	109815	01/13/2026	011326A	385.00	DEARION MAKAYAH BENFORD
	0001-00-00000-110004-00000000-	109816	01/13/2026	011326A	146.46	DEBORAH H. BLACKBURN
	0001-00-00000-110004-00000000-	109817	01/13/2026	011326A	1,111.00	ERICK D. REYES RUIZ
	0001-00-00000-110004-00000000-	109818	01/13/2026	011326A	452.16	GOLD GUNS AND GUITARS, LLC
	0001-00-00000-110004-00000000-	109819	01/13/2026	011326A	1,000.00	GREGORY R. MEISSER
	0001-00-00000-110004-00000000-	109820	01/13/2026	011326A	295.34	JK JOHNSON MECHANICAL CONTRACTORS, INC.
	0001-00-00000-110004-00000000-	109676	01/06/2026	010626A	50.00	JOE N LAMPLEY
	0001-00-00000-110004-00000000-	109821	01/13/2026	011326A	150.00	JOHNSON CONTRACTOR, INC.
	0001-00-00000-110004-00000000-	109822	01/13/2026	011326A	100.00	KINFOLK COFFEE CLUB
	0001-00-00000-110004-00000000-	109823	01/13/2026	011326A	108.00	LEWIS KENNETH WAYSON JR
	0001-00-00000-110004-00000000-	109824	01/13/2026	011326A	50.00	MARANDA DEE HERNANDEZ
	0001-00-00000-110004-00000000-	109825	01/13/2026	011326A	1,293.00	MARCALE EMMANUEL LEE
	0001-00-00000-110004-00000000-	109826	01/13/2026	011326A	20.00	MARGO L. STANFORD
	0001-00-00000-110004-00000000-	109827	01/13/2026	011326A	50.00	PHILIPS DS NORTH AMERICA LLC
	0001-00-00000-110004-00000000-	109828	01/13/2026	011326A	50.00	REDSTONE REALTY SOLUTIONS, LLC
	0001-00-00000-110004-00000000-	109829	01/13/2026	011326A	50.80	SMOKEHOUSE FOODS, LLC
	0001-00-00000-110004-00000000-	109830	01/13/2026	011326A	1,000.00	SUMMER E. HIPP
	0001-00-00000-110004-00000000-	109831	01/13/2026	011326A	500.00	TIRRELL JAMAR BENDOLPH
	0001-00-00000-110004-00000000-	109677	01/06/2026	010626A	100.00	TRICY LOFTMANEPPS
	0001-00-00000-110004-00000000-	109678	01/06/2026	010626A	551.31	VINTAGE CONSTRUCTION, INC.
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-00000000-					

PRJ 12/31/25-1/13/26

FUND	0001	(Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels	
Row Labels	**DT FUND**	**01/09/26**	**Grand Total**
101000	1000	$5,035,216.72	$5,035,216.72
101005	1005	($1,640,202.74)	($1,640,202.74)
102000	2000	$249,699.43	$249,699.43
102100	2100	$72,298.47	$72,298.47
103900	3900	$32,381.53	$32,381.53
103910	3910	$59,911.01	$59,911.01
103930	3930	$42,170.02	$42,170.02
106000	6000	$533,209.70	$533,209.70
106200	6200	$459,368.83	$459,368.83
110004	IONS	($4,844,052.97)	($4,844,052.97)
Grand Total		**$0.00**	**$0.00**

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-53

Department: Finance

Subject: **Type of Action:** Approval/Action

Ordinance approving appropriations, goods, or services for District 1 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 3020-11-11100-515030-00000000-

City Cost Amount: $ 5,000.00

Total Cost: $ 5,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

District 1 - Watkins

$5,000.00 - Appropriation to Huntsville City Schools to cover the expenses for students from Martin Luther King Junior, Rolling Hills, and Lakewood Elementary to attend the 2026 Huntsville Rodeo.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6435

Department: Finance

Subject: **Type of Action:** Approval/Action

Ordinance approving appropriations, goods, or services for District 1 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 3020-11-11100-515030-00000000-

City Cost Amount: $ 5,000.00

Total Cost: $ 5,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

District 1 - Watkins

$5,000.00 - Appropriation to Huntsville City Schools to cover the expenses for students from Martin Luther King Junior, Rolling Hills, and Lakewood Elementary to attend the 2026 Huntsville Rodeo.

ORDINANCE NO. 26 – _____

WHEREAS, the City Council of the City of Huntsville, Alabama has approved the following appropriations, goods or services; and

WHEREAS, these appropriations, goods or services will be procured in accordance with the current laws, policies and procedures of the City of Huntsville, AL; and

WHEREAS, the Finance Director is hereby authorized, without further action by the City Council, to make budget amendments to appropriate expenditure accounts for proper accounting of the approved amounts listed in this Ordinance; and

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama Budget Ordinance No. 25-744, adopted and approved on September 25, 2025, is hereby amended, if appropriate, by the following approved purchases:

District 1 – Watkins

$5,000.00 – Appropriation to Huntsville City Schools to cover the expenses for students from Martin Luther King Junior, Rolling Hills, and Lakewood Elementary to attend the 2026 Huntsville Rodeo.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-54

Department: City Council

Subject: **Type of Action:** Approval/Action

Resolution authorizing travel for Council Member Jennie Robinson to Washington D.C., April 18-21, 2026, for the Chamber of Commerce of Huntsville-Madison County 2026 Washington D.C. Trip.

Resolution No.

Finance Information:

Account Number: Council Travel 03

City Cost Amount: $3000.00

Total Cost: $3000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6489

Department: City Council

Subject: **Type of Action:** Approval/Action

Resolution authorizing travel for Council Member Jennie Robinson to Washington D.C., April 18-21, 2026, for the Chamber of Commerce of Huntsville-Madison County 2026 Washington D.C. Trip.

Resolution No.

Finance Information:

Account Number: Council Travel 03

City Cost Amount: $3000.00

Total Cost: $3000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

RESOLUTION NO. 26-

APPROVAL OF TRAVEL EXPENSES
FOR MEMBERS OF THE CITY COUNCIL

WHEREAS, the estimated travel expenses for a member of the City Council of the City of Huntsville are presented for approval, pursuant to Section 9(d) of Ordinance Number 90-462, commonly referred to as the Budget Management Ordinance, which said travel expenses are more particularly estimated and described as follows, to wit:

NAME OF COUNCILMEMBER: Jennie Robinson, District Three

AMOUNT OF ESTIMATED TRAVEL EXPENSES FOR EACH:

Hotel	$ 1200.00
Transportation and Meals	750.00
Registration	1050.00
TOTAL	$ 3000.00

PURPOSE AND OBJECT OF TRAVEL: Attend the Chamber of Commerce of Huntsville-Madison County 2026 Washington DC Trip April 19-21, 2026 in Washington DC to learn from and engage with Federal policy makers on issues essential to the community of Huntsville.

WHEREAS, the estimated travel expenses are to be supported by proper documentation, to be reasonable for the purpose and object thereof, taking into account the travel location and destination; and,

WHEREAS, the funds for said travel expenses have been budgeted for the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the City Council and the City of Huntsville, Alabama, that the herein above described travel expenses be, and the same are hereby approved.

ADOPTED this the __ day of _____, 2026.

_____

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the __ day of _____, 2026.

_____

Mayor of the City of Huntsville,
Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-55

Department: City Council

Subject: **Type of Action:** Nomination

Resolution authorizing travel for Council Member David Little to Washington D.C., April 18-21, 2026, for the Chamber of Commerce of Huntsville-Madison County 2026 Washington D.C. Trip.

Resolution No.

Finance Information:

Account Number: Council Travel 02

City Cost Amount: $ 3025

Total Cost: $ 3025

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

RESOLUTION NO. 26-

APPROVAL OF TRAVEL EXPENSES
FOR MEMBERS OF THE CITY COUNCIL

WHEREAS, the estimated travel expenses for a member of the City Council of the City of Huntsville are presented for approval, pursuant to Section 9(d) of Ordinance Number 90-462, commonly referred to as the Budget Management Ordinance, which said travel expenses are more particularly estimated and described as follows, to wit:

NAME OF COUNCILMEMBER: David Little, District Two

AMOUNT OF ESTIMATED TRAVEL EXPENSES FOR EACH:

Hotel	$ 1400.00
Transportation and Meals	650.00
Registration	975.00
TOTAL	$ 3025.00

PURPOSE AND OBJECT OF TRAVEL: Attend the Chamber of Commerce of Huntsville-Madison County 2026 Washington DC Trip April 18-21, 2026 in Washington DC to learn from and engage with Federal policy makers on issues essential to the community of Huntsville.

WHEREAS, the estimated travel expenses are to be supported by proper documentation, to be reasonable for the purpose and object thereof, taking into account the travel location and destination; and,

WHEREAS, the funds for said travel expenses have been budgeted for the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the City Council and the City of Huntsville, Alabama, that the herein above described travel expenses be, and the same are hereby approved.

ADOPTED this the __ day of _____, 2026.

_____

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the __ day of _____, 2026.

_____

Mayor of the City of Huntsville,
Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-56

Department: City Council

Subject: **Type of Action:** Approval/Action

Resolution to reappoint Bradley Garland to the Huntsville Public Library Board to his current seat for a four (4) year term to expire February 3, 2030. (Nominated on January 8, 2026, Regular Council Meeting)

Resolution No. 26-13

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6468

Department: City Council

Subject: **Type of Action:** Approval/Action

Resolution to reappoint Bradley Garland to the Huntsville Public Library Board to his current seat for a four (4) year term to expire February 3, 2030. (Nominated on January 8, 2026, Regular Council Meeting)

Resolution No. 26-13

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

RESOLUTION NO. 26 -

RESOLUTION CONCERNING APPOINTMENT OF COMMITTEE
OR BOARD MEMBER BY THE CITY COUNCIL

WHEREAS, a vacancy exists, or will exist, on the Huntsville Public Library Board, due to the expiration of the term of Bradley Garland.

NOW, THEREFORE, BE IT RESOLVED that Bradley Garland is hereby reappointed to fill said vacancy, said reappointment to become effective on February 4, 2026, and expiring on February 3, 2030.

ADOPTED this the ___ day of _____, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the __day of _____, 2026.

_____
Mayor of the City of Huntsville,
Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-57

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Sue Alexander to the Huntsville Beautification Board, Place 10, to fill a vacancy due to the resignation of Ethan Walker-Jones for the remainder of a three (3) year term to expire September 30, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6492

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Sue Alexander to the Huntsville Beautification Board, Place 10, to fill a vacancy due to the resignation of Ethan Walker-Jones for the remainder of a three (3) year term to expire September 30, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

RESOLUTION NO. 26 -

RESOLUTION CONCERNING APPOINTMENT OF COMMITTEE
OR BOARD MEMBER BY THE CITY COUNCIL

WHEREAS, a vacancy exists, or will exist, or will exist, on the Beautification Board, Place 10, due to the resignation of the term of Ethan Walker-Jones.

NOW, THEREFORE, BE IT RESOLVED that Sue Walker is hereby appointed to fill said vacancy, said appointment to become effective on February 12, 2026, and expiring on September 30 , 2028.

ADOPTED this the ____ day of _____, 2026.

_____
President of the City Council of the
City of Huntsville, Alabama

APPROVED this the ____ day of _____, 2026.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-58

Department: Human Resources

Subject: **Type of Action:** Approval/Action

Ordinance to amend Ordinance No. 89-79, Classification and Salary Plan Ordinance. (Introduced on January 8, 2026, Regular Council Meeting)

Ordinance No. 26-36

Finance Information:

Account Number: 1000-30-30200-501010-00000000-; 1000-42-42100-501010-00000000-

City Cost Amount: $ 62,153.68 - 1000-30-30200-501010-00000000-; 67,244.41 - 1000-42-42100-501010-00000000-

Total Cost: $ 129,398.09

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6469

Department: Human Resources

Subject: **Type of Action:** Approval/Action

Ordinance to amend Ordinance No. 89-79, Classification and Salary Plan Ordinance. (Introduced on January 8, 2026, Regular Council Meeting)

Ordinance No. 26-36

Finance Information:

Account Number: 1000-30-30200-501010-00000000-; 1000-42-42100-501010-00000000-

City Cost Amount: $ 62,153.68 - 1000-30-30200-501010-00000000-; 67,244.41 - 1000-42-42100-501010-00000000-

Total Cost: $ 129,398.09

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 26-

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Ordinance No. 89-79, as amended, entitled the City of Huntsville Classification and Salary Plan, be and the same is hereby further amended as follows:

Section 1. The position of Multimedia Specialist is hereby created and classified at a salary grade 12.

Section 2. The position of Fire Prevention Officer is hereby created and classified at a salary grade 13.

Section 3. In all other respects, Ordinance No. 89-79, as amended, shall remain in full force and effect.

ADOPTED this the ____ day of January, 2026

_____
President of the City Council of the
City of Huntsville, Alabama

APPROVED this the ___ of January, 2026

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-59

Department: Legal

Subject: **Type of Action:** Approval/Action

Ordinance granting a cable franchise to Knology of Huntsville, Inc., and authorizing the Mayor to enter into and execute a Cable Franchise Agreement between the City of Huntsville, Alabama, and Knology of Alabama, Inc. (Introduced on January 8, 2026, Regular Council Meeting)

Ordinance No. 26-37

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6470

Department: Legal

Subject: **Type of Action:** Approval/Action

Ordinance granting a cable franchise to Knology of Huntsville, Inc., and authorizing the Mayor to enter into and execute a Cable Franchise Agreement between the City of Huntsville, Alabama, and Knology of Alabama, Inc. (Introduced on January 8, 2026, Regular Council Meeting)

Ordinance No. 26-37

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 26-_____

WHEREAS, Knology of Huntsville, Inc., a Delaware corporation ("Knology"), which is qualified to do business in the State of Alabama, and its predecessor(s)-in-interest have installed and operated a cable system in the public rights-of-way of the City of Huntsville, Alabama ("City"), and provided cable service to City residents and businesses pursuant to a franchise granted by the City by Ordinance 86-21, adopted January 23, 1986, embodied in a franchise agreement between the City and Knology's predecessors-in-interest, dated March 7, 1986, and extended by Ordinance 08-278, adopted March 27, 2008; and

WHEREAS, Knology has applied to the City for a renewal of its cable franchise to use the public rights-of-way in the corporate limits of the City in order to construct, operate, and/or maintain a cable system to provide cable service to subscribers in the City within the franchise area; and

WHEREAS, Knology has the legal, technical, and financial qualifications to construct and operate that system and to provide cable services to subscribers in the corporate limits of the City; and

WHEREAS, the City has considered Knology's request and its qualifications and is desirous of granting a non-exclusive franchise to Knology in accordance with and subject to the terms and conditions of that certain *Cable Franchise Agreement between the City of Huntsville, Alabama, and Knology of Huntsville, Inc.*

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, as follows:

1. Knology of Huntsville, Inc., is hereby granted a franchise to use the City's rights-of-way to construct, operate, and/or maintain its cable system to provide cable services in the franchise area in accordance with and subject to the terms and conditions of the *Cable Franchise Agreement between the City of Huntsville, Alabama, and Knology of Huntsville, Inc.* to be entered into by and between the City and Knology ("Franchise Agreement").

2. The Mayor of the City of Huntsville, Alabama, is hereby authorized, for and on behalf of the City, to enter into and execute the Franchise Agreement with Knology, which said Franchise Agreement shall be in a form substantially similar to that certain agreement attached hereto and identified as "*Cable Franchise Agreement between the City of Huntsville, Alabama, and Knology of Huntsville, Inc.*" consisting of Twenty-nine (29) pages, including Exhibit A, and the date of January ___, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tempore of the City Council, with an executed copy of said Franchise Agreement being kept on file permanently in the Office of the City Clerk of the City of Huntsville. The City Clerk is authorized to attest thereto.

3. The Franchise Agreement shall become effective in accordance with its terms.

4. Knology shall assume all publication costs with respect to this Ordinance, including the Franchise Agreement, or a synopsis thereof, as such publication is required by law.

ADOPTED this the ___ day of _____, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the ___ day of _____, 2026.

_____
Mayor of the City of Huntsville,
Alabama

CABLE FRANCHISE AGREEMENT
BETWEEN
THE CITY OF HUNTSVILLE, ALABAMA
AND
KNOLOGY OF HUNTSVILLE, INC.

This **CABLE FRANCHISE AGREEMENT** (hereinafter "Franchise" or "Agreement") is made and entered as of this ____ day of _____, 2026, by and between the CITY OF HUNTSVILLE, ALABAMA ("City"), and Knology of Huntsville, Inc. ("Franchisee"), a Delaware corporation authorized to do business in the State of Alabama (the City or Franchisee being hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS Franchisee and its predecessors-in-interest have installed and operated a Cable System in the City-Rights-of-Way and provided Cable Service to City residents and businesses pursuant to a franchise granted by the City by Ordinance 86-21, adopted January 23, 1986, embodied in a franchise agreement between the City and Franchisee's predecessors-in-interest, dated _March 7, 1986, and extended by Ordinance 08-278, adopted March 27, 2008; and

WHEREAS, Franchisee has applied to the City for a renewal of its cable franchise to use the Rights-of-Way in the corporate limits of the City in order to construct, operate, or maintain a Cable System to provide Cable Service to Subscribers in the City within the Franchise Area; and

WHEREAS, the City has the authority to grant franchises to use and occupy the Rights-of-Way for such use, to manage and control the Rights-of-Way, and to obtain fair and reasonable compensation for such use; and

WHEREAS, the City intends to exercise the full scope of its municipal powers, including both its police powers and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City has considered Franchisee's application and is desirous of granting a renewal of Franchisee's non-exclusive franchise to use the City's Rights-of-Way for the purposes hereinafter set forth, subject to the terms and conditions of this Agreement; and

WHEREAS, Franchisee has agreed to accept the use of the Rights-of-Way in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing clauses, which clauses are hereby made a part of this Agreement, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

President of the City Council of the
City of Huntsville, Alabama
Date: _____

Section 1 NATURE AND TERM OF GRANT

1.1 Grant of Franchise. Subject to Applicable Law and this Agreement, the City hereby grants to Franchisee and, subject to Section 20, to its permitted successors and assigns, a franchise to construct, operate or maintain a Cable System in the Rights-of-Way to provide Cable Services in the Franchise Area. Subject to the Parties' reservation of their rights in Sections 1.4 B. and 6.9 hereof, nothing in this Franchise shall be construed to prohibit the Franchisee from offering service over its Cable System that is not prohibited by Applicable Law, provided, however, that if during the term of this Agreement Franchisee should cease providing any Cable Services to Subscribers in the City, the City and Franchisee shall negotiate and agree on the terms of an amendment to this Agreement to convert it into a non-cable right-of-way use agreement that is consistent with Applicable Law.

1.2 Term of Franchise; Renewal.

A. This Franchise, and all rights, privileges, obligations and restrictions pertaining thereto, shall be for a term of ten (10) years from the Effective Date ("Term"), unless terminated or revoked sooner as provided in this Franchise. At the end of the Term, renewal of the Franchise shall be subject to the franchise renewal provisions of the Cable Act.

B. Notwithstanding anything to the contrary contained in this Agreement, in the event Franchisee, at the sufferance of the City, holds over beyond the Term of this Agreement and continues to operate all or any part of the Cable System using the Rights-of-Way, then Franchisee shall continue to comply with all applicable provisions of this Agreement, including all compensation and other payment provisions, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of the Agreement, except to the extent an extension is necessary to comply with Applicable Law. In the event the Term has expired and the Parties are in the process of negotiating a renewal of this Agreement or a new agreement relative to Franchisee's provision of Cable Service, or as they may otherwise agree, this Agreement shall continue on a month-to-month basis.

C. Upon termination, revocation or expiration of this Agreement, or by abandonment of the Franchisee Facilities, all rights and obligations between the City and the Franchisee created by this Agreement shall cease other than: (1) the obligation to pay outstanding fees and other amounts due to the City; (2) maintaining Security required under Section 18.9 of this Agreement until released by the City or otherwise in accordance with this Agreement; (3) defense and indemnification obligations as set forth in this Agreement; and (4) such other provisions in this Agreement which expressly provide for survival beyond the term thereof. The disposition of the Franchisee Facilities, including removal, and restoration of the Rights-of-Way and other public or private property shall be governed by Applicable Law and this Agreement.

1.3 Effective Date; Publication.

A. The effective date of this Franchise shall be upon publication of this Franchise ("Effective Date").

B. This Agreement, or a synopsis of this Agreement in accordance with applicable state law, shall be published in a newspaper having general circulation in the City. Such publication shall be done by or at the direction of the City Clerk of the City, and the expenses thereof shall be paid in advance by Franchisee, or Franchisee shall make arrangements with the newspaper to be billed directly.

1.4 Franchise Not Exclusive; Limitations.

A. This Franchise is not exclusive. The City expressly reserves the right to grant franchises, permits or other rights to other Persons, as well as the right in its own name as a municipality, to use the Rights-of-Way for similar or different purposes than are allowed Franchisee under this Franchise.

B. This Franchise does not constitute authorization from the City to the Franchisee to use the Rights-of-Way to provide any service other than Cable Service. To the extent the Franchisee uses its Cable System or other Franchisee Facilities to provide any services other than Cable Service, this Agreement shall not be construed to waive or otherwise forfeit any rights the City otherwise has with respect to the franchising of, or imposing fees upon, Franchisee's provision of such other services. This Agreement likewise shall not be construed to waive or otherwise forfeit Franchisee's right to claim that the Cable Act or other federal law preempts the City's ability to franchise, or impose fees upon, such other services provided by Franchisee.

C. By granting this Franchise, the City makes no express or implied representation or warranty regarding the location or dimensions of any particular segment of the Rights-of-Way.

D. This Agreement shall not convey title, equitable or legal, in the Rights-of-Way. The Franchisee acknowledges by acceptance of this Agreement that it obtains through this Agreement no rights to or further use of the Rights-of-Way other than those expressly stated herein. This Agreement does not give to the Franchisee any vested right to any specific location in the Rights-of-Way to place its Cable System. This Agreement and the rights granted hereunder do not excuse the Franchisee from obtaining appropriate access or attachment agreements before locating its Cable System on another Person's facilities, including, without limitation, the facilities of the City d.b.a. Huntsville Utilities.

E. Notwithstanding any provision of this Agreement to the contrary, this Agreement does not grant to the Franchisee the right to install in the Rights-of-Way any tower or pole of any type, or to otherwise install in the Rights-of-Way wireless communications facilities.

1.5 Compliance with Laws; Police Power.

A. Franchisee shall comply with all Applicable Law.

B. Notwithstanding anything to the contrary in this Franchise, Franchisee and its operation of its Cable System under this Agreement are subject to the police powers of the City to adopt and enforce lawful ordinances, resolutions, rules and regulations necessary to preserve

or protect the health, safety and general welfare of the public, including the City's continuing authority over the construction and operation of facilities in the Rights-of-Way. Franchisee shall comply with all Applicable Law enacted by the City pursuant to its police powers, unless, and only to the extent, that any such City ordinance, resolution, rule or regulation is preempted by Applicable Law.

C. Subject to Section 1.5.B, in the event of an irreconcilable conflict between a contractual right granted to Franchisee by this Franchise and a City ordinance, rule, or regulation, the terms of this Franchise shall prevail.

Section 2 DEFINITIONS

2.1 Captions. Throughout this Franchise, captions to Sections are intended solely to facilitate reading and to reference the Sections and provisions of this Franchise. The captions shall not affect the meaning and interpretation of this Franchise.

2.2 Definitions and Rules of Construction. For the purpose of this Franchise, the following terms and their derivations shall have the meanings or rules of construction given in this Section 2 unless the context indicates otherwise.

A. "Affiliate" or "Affiliated Entity" means any legal entity directly or indirectly controlling, controlled by, or under common control with Franchisee.

B. "Applicable Law" means any or all federal, state or municipal statutes, ordinances, rules, regulations, standards, and other laws, including City Laws, that are now existing or hereafter adopted or amended from time to time, which apply to Franchisee's Cable System, other Franchisee Facilities, Cable Services, or other matters covered by this Agreement.

C. "Basic Cable Service" is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals and PEG Channels.

D. "Cable Act" means Title VI of the Communications Act of 1934, as amended, 47 U.S.C. §§ 521 *et seq.*, and as it may hereinafter be amended.

E. "Cable Service" shall have the meaning given it by the Cable Act, 47 U.S.C. § 522(6).

F. "Cable System" or "System" shall have the meaning given it by the Cable Act, 47 U.S. C. § 522(7). As used herein, the term shall refer to Franchisee's Cable System.

G. "City" means the City of Huntsville, a municipal corporation in the State of Alabama, and where necessary for the purposes of the administration and enforcement of this Agreement includes those City officers, officials and employees performing their delegated or assigned duties.

H. "City Laws" mean the duly adopted laws and legislation of the City including without limitation the Code of Ordinances of the City and any codes, regulations, standards or

specifications adopted by reference. The term shall also include the subdivision regulations and any other such rules or regulations that departments, agencies, commission, boards or bureaus of the City are authorized to promulgate.

I. "Confidential Information" means written, non-verbal, information or communication for which there is a sound legal basis under Applicable Law to assert that such information or communication is confidential or proprietary in nature and which has been clearly and conspicuously marked as such by the Party asserting its proprietary or confidential status. Information that (a) is independently developed by the receiving Party, (b) is lawfully received by the receiving Party free of any obligation to keep it confidential, or (c) becomes generally available to the public other than through the receiving Party, shall not be considered Confidential Information. The contents of this Agreement, including consideration flowing to either Party under this Agreement, are not considered to be Confidential Information.

J. Conjunctions. In a provision involving two or more items, conditions, provisions or events, which items, conditions, provisions or events are connected by the conjunction "and," "or" or "either . . . or," the conjunction shall be interpreted as follows:

(1) and" indicates that all the connected terms, conditions, provisions or events apply.

(2) or" indicates that the connected terms, conditions, provisions or events apply singly or in any combination.

(3) "either . . . or" indicates that the connected terms, conditions, provisions or events apply singly but not in combination.

K. "Facility" or "Facilities" means the Cable System and any tangible component of the Cable System or any attachment thereto of any kind, even if not part of the Cable System.

L. "Franchise" or "Agreement" means this franchise agreement, as fully executed by the City Council and the Franchisee.

M. "Franchise Area" means the territory within the boundaries of the City of Huntsville, and as those boundaries may be expanded due to annexation during the term of this Franchise.

N. "Franchise Manager" means the person or persons authorized, assigned, or delegated the responsibility to administer and enforce this Agreement on behalf of the City, and that person(s) designee(s).

O. "Franchisee" means Knology of Huntsville, Inc., a Delaware corporation, and its permitted successors and assigns.

P. "Franchisee Facility" or "Franchisee Facilities" mean (1) any Facility owned by Franchisee or its Affiliates, or (2) any Facility leased by or to Franchisee or its Affiliates for which Franchisee or its Affiliates, or its contractors or others working on its behalf, have the

right, pursuant to its agreement or agreements with the lessor or lessee of such Facility, to physically access, modify, repair, replace, or remove, and whether or not such lessor or lessee is in breach of its obligations under the terms of the agreement or agreements between lessor or lessee and Franchisee or its Affiliates.

Q. "FCC" means the Federal Communications Commission, or any successor federal governmental agency thereto.

R. Gender. Words of one gender include all other genders and also include firms, partnerships, corporations and other legal entities, as appropriate.

S. "Gross Revenues" shall mean all consideration of any kind or nature, including cash, credits, property, and in-kind contributions (services or goods) derived by Franchisee or its Affiliates from the operation of the Cable System in the City to provide Cable Service. The term shall be construed as broadly as permitted by the Cable Act and other Applicable Law.

1. Subject to exclusions below, Gross Revenues shall include the following:

   a. All charges and subscription fees paid by Subscribers for the provision of Cable Service, including fees attributable to Cable Service when sold individually or as part of a package or bundle, or functionally integrated, with services other than Cable Service;

   b. All revenue derived from advertising sales and home shopping sales attributable to the operation of the Cable System in the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts Franchisee may make to advertisers) shall not be deducted from advertising revenue included in Gross Revenues. The allocation of advertising and home shopping revenue shall be based on the number of Subscribers in the City divided by the total number of Subscribers in relation to the relevant regional or national compensation arrangement between Franchisee or its Affiliates and the advertiser, agency or home shopping network; and

   c. All revenue collected by Franchisee or its Affiliates arising from or attributable to the provision of the Cable Service by Franchisee or its Affiliates within the City, including: fees charged Subscribers for any basic, optional, premium, per-channel or per-program service; installation and re-connection fees; revenues from providing or maintaining inside wiring if sold as a standalone service fee; converter rentals or sales; late or administrative fees exclusively related to the sale of Cable Service; upgrade, downgrade or other change-in-service fees; pro-rata advertising revenues; pro-rata revenues from home shopping commissions; and any pro-rata value (at retail price levels) of any non-monetary remuneration received by Franchisee in consideration of the

performance of advertising or any other service of the Cable System, including fees attributable to Cable Service when sold individually or as a part of a package or bundle, or functionally integrated, with services other than Cable Service.

d. All revenue collected by Franchisee or its Affiliates from operating its Cable System in the City to provide Cable Service, including revenues collected from third parties for or in connection with distributing video programming to Subscribers over its System.

2. The term "Gross Revenues" shall not include the following:

a. Any revenue not actually received, even if billed, provided that uncollectible fees written off as bad debt which are subsequently collected shall be included in Gross Revenues in the period collected;

b. Refunds, rebates, credits or discounts to Subscribers or the City to the extent not already offset by such paragraph 2.a. immediately above and to the extent such refund, rebate, credit, or discount is attributable to Cable Service;

c. Any revenues received by Franchisee or its Affiliates from the provision of services or capabilities other than those related to the operation of its System to provide Cable Service, including Telecommunications Services and those Information Services that are not also Video Programming or Other Programming Service within the meaning of the Cable Act;

d. Any amounts attributable to the provision of Cable Service to customers at no charge, including the provision or Cable Service to public institutions without charge;

e. Any tax of general applicability imposed on the customer or the transaction (but not Franchisee) by a Federal, State, or local government or any other governmental entity, that is collected by Franchisee and required to be remitted to the taxing entity, including sales and use taxes and utility user taxes; provided, however, that the Franchise Fee and PEG Support Fee imposed by Sections 4.3 and 6.1 hereof shall not be considered to be such a tax;

f. Any forgone revenue from the provision of Cable Service at no charge to any Person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in Gross Revenue;

g. Sale of capital assets or surplus equipment; and

h. Reimbursement by programmers of marketing costs actually incurred by Franchisee for the introduction of new programming.

T. "In", whether capitalized or not and when used in conjunction with the Rights-of-Way, means over, above, in, within, on or under a Right-of-Way.

U. "Include". Use of the word include, or its derivations, does not limit a term to a specified example.

V. "Information Service" has the meaning set forth in the Communications Act of 1934, as amended, 47 U.S.C. § 153(24); provided, however, that for purposes of this Agreement, any Information Service that is also a Cable Service shall be treated as a Cable Service.

W. "PEG Channel" means non-commercial public, educational and governmental programming channels.

X. "Person" means any individual, sole proprietorship, partnership, association, corporation, limited liability company, or other form of organization or legal entity, and includes any natural person.

Y. "Rights-of-Way" means the surface of and the space on, above, and below any public street, public road, public highway, public freeway, public lane, public way, public alley, public sidewalk, public boulevard, public parkway, public drive, public utility easement (to the extent of the City's interest or authority), or public rights of way now or hereafter held by the City which shall, within its proper use and meaning, entitle Franchisee to the use thereof for the purpose of constructing and operating its Cable System and providing Cable Services. This term shall not include any state or federal rights-of-way or any property owned or controlled by any Person other than the City, except as provided by Applicable Law or pursuant to an agreement between the City and any such Person. The term shall also not include property owned or leased by the City, such as City parks, other lands and real property, buildings, fixtures, or public works facilities, that is neither used nor typically used as rights-of-way for vehicular or pedestrian transport or the installation of utility facilities.

Z. "Standard Installation" is defined as up to 125 feet from the existing distribution system to the Subscriber's terminal.

AA. "Subscriber" means any Person who is lawfully receiving Cable Services provided by Franchisee.

BB. "Telecommunications Service" has the meaning set forth in the Communications Act of 1934, as amended, 47 U.S.C. § 153(53).

2.3 Designees. A provision in this Franchise that authorizes or requires a City officer or City employee to perform an act or make a decision authorizes such officer or employee to act or make a decision through designees or subordinates.

Section 3 FRANCHISE AREA; BUILDOUT

3.1 **Franchise Area; Extension**. Subject to the provisions of this Franchise, Franchisee may install, operate and maintain its Cable System within the city limits, and any area annexed by the City during the term of this Agreement ("Franchise Area").

3.2 **Required Extensions of the Cable System**. Throughout the term of this Agreement, Franchisee shall continue to make service available on request, and at Standard Installation rates, to all addresses passed by its Cable System as of the Effective Date. In areas within the Franchise Area not currently passed by the Cable System, and notwithstanding anything to the contrary contained in this Agreement, Franchisee agrees to provide Cable Service on request to all residences in the Franchise Area subject to the density requirements specified in this Section 3.2. Whenever the Franchisee receives a request for Cable Service from a potential Subscriber in an area unserved by Franchisee in close proximity to Franchisee's existing distribution facilities where there are at least 4 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Franchisee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard Installation rates charged to Subscribers in areas already passed and served by Franchisee's System. Notwithstanding the foregoing, the Franchisee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service.

3.3 **Subscriber Charges for Extensions of the Cable System**. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 3.2 above, the Franchisee shall only be required to extend the Cable System to potential Subscriber(s) in that area if the potential Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Franchisee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Franchisee's trunk or distribution cable, and whose denominator equals 4. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Franchisee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard Installation charges to extend the Cable System from the tap to the residence.

Section 4 PEG CHANNELS

4.1 PEG Channels. Franchisee shall continue to provide, at no cost to the City, in its Basic Cable Service tier, PEG Channel capacity allocated as follows:

A. An educational access PEG Channel administered by educational entities or institutions designated by City, or their designees, carried separately and delivered to Subscribers in both High Definition (HD) and Standard Definition (SD) formats; and

B. A government access PEG Channel administered by the City or its designee, carried separately and delivered to Subscribers in both High Definition (HD) and Standard Definition formats.

C. The City may request, and Franchisee shall provide, a third PEG Channel within a reasonable amount of time, not to exceed one hundred and eighty (180) days, following Franchisee's receipt of advance written notice by the City. PEG programming for such third PEG Channel shall be available on the Basic Cable Service tier.

D. To the extent feasible, PEG Channels shall not be separated numerically from other channels carried on Franchisee's Basic Cable Service tier.

4.2 Lines and Facilities. Franchisee is responsible, at its sole cost and expense, for obtaining PEG Channel programming at that programming's origination point(s) and any facilities, equipment or electronics necessary for delivering the PEG Channel programming from its origination point(s) to Franchisee's Subscribers. Franchisee may fulfill this requirement through any reasonable means, including direct connection with PEG origination points, connection with City facilities in the Franchise Area, or interconnection with another cable operator franchised by the City. At the request of the City, Franchisee shall interconnect with adjacent Cable Systems to facilitate the two-way distribution of PEG Access Channels. All decisions regarding whether to interconnect and the terms and conditions of any such interconnect shall be a matter of agreement between the cable operators involved. If the cable operators are unable to reach agreement, the City shall, in its sole discretion, have authority to impose reasonable interconnection requirements, and the costs of such interconnection shall be proportionally divided between the cable operators.

4.3 PEG Support Fee. Subject to the last sentence of this subsection, Franchisee shall, within sixty (60) days of the City's written request, begin paying to the City an amount equal to one percent (1%) of Franchisee's Gross Revenues ("PEG Support Fee"), solely to fund PEG access related capital expenditures ("PEG Support Fee"). The PEG Support Fee will be in addition to, and not offset against, any other payments owed by Franchisee under this Franchise. Franchisee will submit payment of the PEG Support Fee quarterly in accordance with the payment provisions of Section 6, along with the payment of the Franchise Fee. Nothing in this Agreement shall prevent Franchisee from separately itemizing the amount of the PEG Support Fee on its bills to Subscribers, provided that the itemization is done in a manner consistent with Applicable Law. Notwithstanding the foregoing, Franchisee shall not be required to pay a PEG Support Fee in excess of any PEG support fee imposed on any other cable operator franchised by the City, nor shall Franchisee be required to pay the PEG Support Fee if the City imposes no PEG support fee on any other cable operator franchised by the City.

Section 5 NON-DISCRIMINATION

Franchisee shall not deny service, deny access, or otherwise discriminate in the availability, rates, terms or conditions of services provided to residential Subscribers on the basis of race, color, creed, religion, ancestry, national origin, gender, gender identity, sexual orientation, disability, age, familial status, marital status, or status with regard to public assistance. Franchisee shall comply at all times with all Applicable Law relating to nondiscrimination with respect to the provision of Cable Services. Franchisee shall not deny access to Cable Service to any group of potential subscribers because of the income of the residents of the local area in which such group resides.

Section 6 CABLE FRANCHISE FEE

6.1 Franchise Fee. For and in consideration of the Franchise, and as fair and reasonable compensation to the City for Franchisee's use of the Rights-of-Way to provide Cable Service, Franchisee shall pay the City throughout the term of this Franchise an amount equal to five percent (5%) of Franchisee's Gross Revenues ("Franchise Fee"). Such payments shall be made quarterly, and are due within forty-five (45) days after the end of each calendar quarter.

6.2 Allocation of Fees. Franchisee shall not allocate revenue between Cable Service subject to the Franchise Fee and services not subject to the Franchise Fee for the purpose of evading or reducing Franchisee's Franchise Fee obligations to the City. Revenue of an Affiliate of the Franchisee shall be included in the calculation of Gross Revenues to the extent the treatment of such revenue as revenue of the Affiliate rather than as revenue of the Franchisee has the effect (whether intentional or unintentional) of evading the of payment of the Franchise Fee which would otherwise be paid on Cable Service revenues.

6.3 Report. Each Franchise Fee payment shall be accompanied by a written report to the City containing an accurate statement in summarized form of Franchisee's Gross Revenues, the basis for the computation of the payment amount, and such other information relevant to determining compliance with Agreement as may reasonably be required by the City pursuant to Section 16.1.

6.4 Inspection and Audit.

A. The City shall have the right to inspect and audit, upon reasonable written notice, but no more than once per calendar year, at any time up to three (3) years from the date that the payment was due or actually paid, whichever is later, all relevant financial statements and financial books and records of the Franchisee in the format customarily kept by Franchisee in order to verify Franchisee's compliance with the Franchise Fee or other payment requirements of this Agreement. Any additional amount due to the City as a result of the audit, including any applicable interest, shall be paid by Franchisee within forty-five (45) days after Franchisee receives a written notice from the City accompanied by a copy of the audit report and any other supporting document necessary to determine the alleged amount due is correct. Each Party shall pay its own costs and expenses incurred in connection with any such audit, except in the event there is a final and unappealable determination of an underpayment of fifteen percent (15%) or more of the amount that was due and payable to the City, in which case Franchisee will pay, within forty-five (45) days, the City's actual, documented costs and expenses associated with the

audit, including attorneys' fees and the professional services of the auditor to perform the audit; provided, however, Franchisee's obligation to pay such costs and expenses shall be capped at fifteen thousand dollars ($15,000.00) for any one audit. The City may not retain any Person for performing any such audit whose compensation is dependent in any manner upon the outcome of any such audit, including the audit findings, the recovery of fees, or the recovery of any other payments.

6.5 No Waiver of City Rights. No acceptance of any payment by the City shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the City in accordance with this Agreement.

6.6 Application of Interest. In the event any payment is not made on the due date, interest on the amount due shall accrue from such date at the annual rate comparable to the then-current rate used by City for late payment of delinquent taxes.

6.7 City Office for Payment. Unless otherwise provided for, all remittances for the monies due according to the terms of this Agreement are to be made payable to the City of Huntsville and mailed or delivered to:

City of Huntsville, Alabama
Finance Department
Revenue Division
305 Fountain Circle
Huntsville, AL 35801

Such remittances shall clearly identify or reference this Agreement. At the request of the City, payments will be made electronically if technically feasible and at no cost to the Franchisee.

6.8 Liability for Licenses and Taxes.

A. Payment of the Franchise Fee, the PEG Support Fee and other financial obligations under this Franchise shall not exempt Franchisee from the payment of any other lawful fee, tax or charge on the business, occupation, property or income of Franchisee that may be imposed by the City, except as may otherwise be provided in the ordinance or ordinances imposing such other fee, tax or charge. Notwithstanding the foregoing, the City's right to impose any such fee, tax or charge shall be subject to any limitations on the City under Applicable Law.

B. To the extent taxes or other assessments are imposed on the Franchisee by taxing authorities other than the City on the use of City property by Franchisee, Franchisee shall be responsible for payment of such taxes. To the extent taxes or other assessments are imposed on the City by taxing authorities other than the City on the use of City property as a result of the Franchisee's use or occupation of the Rights-of-Way, the Franchisee shall be responsible for

payment of such taxes. Where Franchisee has the right to do so under Applicable Law, nothing in this Agreement shall be construed to prevent Franchisee from passing through to or collecting from its Subscribers taxes paid by it under Applicable Law.

6.9 Franchise Fees on other Services. Notwithstanding anything to the contrary in any other provision of this Agreement, the Parties agree that by entering into this Agreement with the Franchisee and granting Franchisee the right to operate and maintain in the Rights-of-Way a Cable System to provide Cable Service, the City has not waived any right, and reserves whatever right it may have under Applicable Law, to impose, through adoption of a resolution, ordinance or franchise, a franchise fee on Franchisee's use of the City's Rights-of-Way to provide any service other than Cable Service. The Parties likewise agree that, by entering into this Agreement, Franchisee does not waive, and reserves whatever right it may have under the Cable Act or other federal law, to claim that the Cable Act or other federal law preempts the City's ability to impose a franchise fee on Franchisee's use of the Rights-of-Way to provide any service other than Cable Service.

Section 7 ANNUAL MEETING

At the written request of the City, Franchisee shall participate in an annual meeting to be held each calendar year with representatives of the City to discuss Franchisee's provision of Cable Service within the City and other matters related to Franchisee's obligations under this Agreement. At the City's request, Franchisee will bring to the meeting information on changes to rates, programming, or channel positions made during the preceding year, customer complaints and other matters about which the Parties have agreed to meet and confer or otherwise discuss.

Section 8 PROGRAMMING AND SERVICES

Franchisee shall provide a broad range of Cable Services.

Section 9 PARENTAL CONTROL CAPABILITY

Subject to technical feasibility, upon request by any Subscriber, Franchisee agrees to make available at a reasonable charge a parental control or lockout capability compatible with the Subscriber's equipment that will enable the Subscriber to block access to commercial channels. Franchisee shall inform its Subscribers of the availability of the parental control or lockout capability in the same manner as it makes its general terms and conditions available.

Section 10 EMERGENCY ALERT

Franchisee shall carry all federal, state and local alerts provided over the "Federal Emergency Alert System" in full compliance with FCC requirements in the event of a public safety emergency, which, at a minimum, will include the concurrent rebroadcast of local broadcast channels. In addition, Franchisee agrees to meet and confer with the City annually upon request to determine if there are any mutually agreeable enhancements to the provisioning of emergency alerts.

Section 11 CUSTOMER SERVICE STANDARDS

At all times Franchisee shall meet the requirements that are contained in FCC regulations on customer service standards, including 47 C.F.R. § 76.309(c), and as these regulations may be amended from time to time. If the FCC repeals all or any of these regulations, Franchisee shall continue to abide by them, and Franchisee and the City agree to meet and confer in order to try and negotiate, in good faith, new customer service standards. Franchisee will, upon request, provide the City with any additional customer service practices and notification procedures it provides to Subscribers as soon as they are available.

Section 12 SUBSCRIBER PRIVACY

Franchisee shall at all times comply with the federal subscriber privacy requirements codified at 47 U.S.C. § 551 and all implementing FCC rules.

Section 13 RATES

Franchisee shall make available at all times, via a public website, a current schedule of all rates and charges for its Cable Services.

Section 14 SUBSCRIBER COMPLAINTS

Franchisee shall establish procedures for receiving, acting upon, and resolving Subscriber complaints, and crediting Subscriber accounts, without intervention by the City. The City shall refer Subscriber complaints to Franchisee, and the City may request that the Franchisee report the complaint resolution to the City. Franchisee will maintain a log of Subscriber complaints that are referred by the City to Franchisee. Franchisee shall also retain for at least eighteen (18) months a log of Subscriber complaints which Franchisee has handled independent of City referrals. The City may inspect those logs upon request. Franchisee agrees to meet with the City upon request to discuss and review customer complaints.

Section 15 PROVISION OF SERVICE TO PUBLIC BUILDINGS

15.1 Subject to Section 15.2, Franchisee shall provide the City free of charge one (1) installation and free monthly Basic Cable Service to one outlet at the locations set forth in Exhibit A, attached hereto and made a part hereof. This obligation will apply once Cable Service is available on the section of Franchisee's Cable System that passes said buildings. The signal quality of the Cable Services provided to those public buildings shall be at least equal to that provided to other Subscribers at the Basic Cable Service in the Franchise Area.

15.2 To the extent Franchisee's Cable Service provided under this Section would be substantially duplicative of existing services provided by the City free of charge by other cable or video programming providers, the City agrees to meet and confer with providers to determine assignments in a reasonable manner so that no more than one (1) provider is providing said

service to any given location. The City reserves the right to receive a duplication of services where redundancy is necessary for public safety purposes.

15.3 The required Cable Service will be the Basic Cable Service tier that Franchisee offers to Subscribers. Only one service outlet is required for each building or location. Franchisee is not required to provide inside wiring and is not required to provide service that conflicts with restrictions that apply in a program licensing agreement or another contract.

15.4 Franchisee agrees not to seek to offset any recurring or non-recurring costs incurred as a result of compliance with this Section against any Franchise Fee or PEG Support Fee due under this Agreement, nor will Franchisee impose such costs on the schools or institutions receiving such free installations and service.

15.5 To the extent that Franchisee provides Cable Services or any other services to any City department of location, whether pursuant to this Agreement or otherwise, it shall do so only on the request of the Franchise Manager. If, pursuant to this Agreement or otherwise, Franchisee charges the City for such services, it shall send the Franchise Manager a single monthly statement for all such services.

Section 16 RECORDS AND REPORTS

16.1 General Reports. Franchisee agrees to cooperate with the City with respect to the administration of this Agreement. To this end, and subject to the provisions of this Section 16 concerning Confidential Information, Franchisee will furnish or make available to the City upon request, and at no cost to the City, such records, reports and other information reasonably necessary for the administration or enforcement of this Agreement and in such form and manner, and at such place, as reasonably prescribed by the City.

16.2 Public Records.

A. Franchisee acknowledges and understands that the City, as a municipality, is subject to laws governing the disclosure of public records including disclosure of the contents of this Agreement.

B. Where the disclosure of Confidential Information to a third party is necessary for Rights-of-Way management purposes, the City and Franchisee shall mutually agree on what, if any, such information can be disclosed to the third party. To the greatest extent practicable, the City will confer with Franchisee prior to disclosing any Confidential Information.

C. Notwithstanding anything to the contrary in this Agreement, the City may disclose, as necessary, any Confidential Information to its officials, officers, boards, commissions, agencies, employees, agents, representatives and contractors in order to administer and enforce this Agreement, or otherwise for Rights-of-Way management purposes.

D. Upon receiving a public records request to inspect or copy any City records that includes records clearly and conspicuously marked by the Franchisee as confidential or

proprietary, the City promptly shall provide Franchisee with written notice of the request, including a copy of the request. Franchisee shall have five (5) business days within which to provide a written response to the City. Thereafter, if the City determines that it is required by Applicable Law to disclose the information marked by the Franchisee as confidential or proprietary, the City shall promptly notify Franchisee, and do so at least five (5) business days prior to the information being disclosed so that Franchisee may seek an appropriate protective order or waive compliance with this Section 16.2(D). It shall be the responsibility of the Franchisee to seek judicial protective order prohibiting, limiting, or conditioning said disclosure. If Franchisee chooses to seek appropriate judicial protection, Franchisee shall notify the City of its intent to do so before the expiration of the 5-working day period set forth in the third sentence of this paragraph, and the City shall (a) refrain from disclosing such Confidential Information (unless legally compelled to do so) until the request for a protective order is resolved; and (b) comply with any validly-issued protective order.

E. Notwithstanding anything in this Section 16 to the contrary, the City may disclose Confidential Information in response to a judicial or administrative order requiring such disclosure. Upon receipt of a judicial or administrative order to disclose Confidential Information, the City will provide the Franchisee with a copy of same, and it shall be the responsibility of the Franchisee to seek judicial protection against the disclosure.

F. The provisions of this Section 16 shall survive expiration, termination or revocation of this Agreement.

Section 17 GENERAL INDEMNIFICATION

17.1 Hold Harmless and Indemnification.

A. Franchisee, by its execution of this Agreement, agrees to and does thereby indemnify, defend and hold the City and its present and future elected or appointed officials, officers, council, boards, commissions, agents, representatives, volunteers performing authorized city functions, and employees (collectively referred to hereinafter as "Indemnitees") whole and harmless from and against all claims, costs, losses, expenses (including reasonable attorneys' fees and costs or expenses incidental to the investigation of claims and lawsuits through appeal), demands, payments, suits, actions, recoveries, penalties, fines, liabilities and judgments of any nature and description resulting from or arising out of: (1) Franchisee's actions pursuant to this Agreement and the rights awarded hereunder, or the procedures leading thereto, any act or omission of Franchisee, its agents, employees, representatives, contractors or sub-contractors in the construction, operation, maintenance, repair, relocation, removal or service of its Cable System or any other Franchisee Facilities in the City, or any portion thereof, or of any failure by the Franchisee to comply with any Applicable Law, or by reason of any suit or claim for personal injury, property damage, defamation, antitrust, errors and omission, theft, fire, royalties, license fees, or infringement of copyright or patent rights, (2) Franchisee's performance under this Agreement, or (3) the presence of any hazardous substance or environmental hazard brought into the Rights-of-Way by Franchisee or anyone acting on its behalf.

B. The foregoing obligations of Subsection 17.1(A) shall survive the expiration, termination or revocation of the Agreement.

17.2 Notice. The City shall notify Franchisee in writing as soon as reasonably practicable after receiving written notice of any third-party action or other claim against it, and Franchisee shall be relieved of its indemnification obligations to the extent compromised by the City's failure to provide timely notice of any such action or claim. The notice shall describe the claim, the amount thereof (if known and quantifiable) and the basis thereof.

17.3 Defense. With respect to Franchisee's indemnity obligations set forth above, Franchisee shall provide the defense of any claims brought against the Indemnitees by selecting counsel of Franchisee's choice to represent the Indemnitees and defend the claim, subject to the consent of the Indemnitees, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the Indemnitees from cooperating with Franchisee and participating in the defense of any litigation by their own counsel at their own cost and expense; provided, however, that after consultation with the Indemnitees, Franchisee shall have the right to defend, settle or compromise at its cost and expense any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement, provided, however, that any such settlement shall include at a minimum a full and final release of all applicable claims against the Indemnitees and shall include a provision that the settlement does not constitute an admission of wrongful conduct by the Indemnitees. In the event that the terms of any such settlement do not include the release of the Indemnitees, Franchisee shall not settle the claim or action. Franchisee's right to enter a settlement shall entail only payment of monetary amounts by Franchisee or obligations to be performed fully by Franchisee, and under no circumstances shall Franchisee have the power to bind the Indemnitees to any obligation to pay any monetary amounts, perform any particular action, or refrain from performing any action (although the Indemnitees may in their discretion independently agree to any such condition).

17.4 Indemnification Not Limited. The indemnification obligation is not limited in any way by limitation of the amount or type of damages or compensation payable by or for Franchisee under worker's compensation, disability or other employee benefits acts, or the acceptance of insurance certificates required by this Agreement, or the terms, applicability or limitations of any insurance held by Franchisee.

17.5 No Waiver of City Rights. The City does not and shall not waive any rights against Franchisee which it may have by reason of this indemnification, or because of the acceptance by the City of Franchisee's proof of insurance described in this Agreement.

17.6 Limitation of Liability; Immunity. The Indemnitees, to the extent allowed by Applicable Law, shall be responsible for their own acts of negligence, intentional or willful misconduct, subject to defenses and limitations of liability provided by Applicable Law; provided, however, in no event shall the Indemnitees be liable to Franchisee, its Affiliates, officers, directors, agents, employees, customers, tenants, licensees, contractors, subcontractors or assigns for any indirect, incidental, special, punitive or consequential damages, including any loss, expense or damage to profits, business, revenue or income (whether arising out of the damage to or destruction of the Cable System, in whole or in part, transmission interruptions or problems, any interruption or degradation of service or otherwise).

Section 18 INSURANCE AND SECURITY

18.1 General Liability. Franchisee shall maintain, throughout the term of this Agreement, Commercial General Liability Insurance using carriers licensed in the State of Alabama and maintaining a Best rating of not less than "A." Such insurance shall include coverage for premises and operations, underground, collapse and explosion, and products and completed operations, contractual, personal and advertising injury, and broad form property damage and shall name as Additional Insureds the City, and its present and future elected or appointed officials, officers, council, boards, commissions, agents, representatives, volunteers performing authorized city functions, and employees. Such insurance shall be in the amount of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate covering bodily injury, including death, and property damage. If Franchisee employs independent contractors, Franchisee shall ensure that these contractors maintain appropriate levels of insurance and that the City is named as an Additional Insured under each policy. Insurance will be written on an occurrence basis.

18.2 Automobile Liability. Franchisee shall maintain during the term of this Agreement Comprehensive Automobile Liability insurance with a limit of three million dollars ($3,000,000) per occurrence combined single limit for bodily injury, including death, and property damage covering owned, non-owned and hired automobiles used in conjunction with its operations under this Agreement. Such insurance shall name the City, and its present and future elected or appointed officials, officers, council, boards, commissions, agents, representatives, volunteers performing authorized city functions, and employees as Additional Insureds.

18.3 Workers' Compensation. Franchisee shall maintain, during the course of this Agreement, Workers' Compensation coverage as prescribed by the laws of the State of Alabama and Employer's Liability coverage in an amount of not less than one million dollars ($1,000,000).

18.4 Evidence of Insurance. On or prior to the beginning of the provision of Cable Service under this Agreement, Franchisee shall furnish to the City Certificates of Insurance upon each policy renewal evidencing all of the aforementioned types and limits of insurance to be in effect. The City reserves the right to require complete, certified copies of all required insurance policies at any time and from time to time.

18.5 Maintenance of Insurance Policies. The liability insurance policies required under this Section, if any, shall be maintained by Franchisee through the term of this Agreement.

18.6 No Limit of Liability. The legal liability of Franchisee to the City and any Person for any of the matters that are the subject of the insurance policy(ies) required by this Section, shall not be limited by said insurance policy(ies) or by the recovery of any amounts thereunder.

18.7 Certificate of Insurance. Certificates of Insurance, if any, shall name the City, and its officers, boards, commissions, City Council, elected and appointed officials, agents and employees as Additional Insureds and all policies shall waive rights of subrogation in favor of the City. Each insurance certificate shall state that the issuer of the insurance certificate will give the City written notice of any cancellation, modification, or expiration of any insurance policy referred to in the certificate in accordance with the insurer's notice policies. All subsequent

notices or certificates shall be delivered to the City Clerk of the City of Huntsville at 308 Fountain Circle, Huntsville, Alabama 35801. All deductibles under said policy shall be the sole responsibility of Franchisee.

18.8 Security.

A. Subject to the following subsection B, Franchisee shall obtain, maintain, and replenish, at its sole cost and expense, and file with the Franchise Manager, an irrevocable standby letter of credit in favor of the City and suitable in form and content, including any amendments thereto, to the Franchise Manager ("letter of credit" or "security"), in the amount of One Hundred Thousand Dollars ($100,000). The letter of credit is both to guarantee the timely completion and faithful performance of all work required in connection with the Franchisee's Cable System, including the construction, operation, repair and maintenance of the System, and to secure performance of Franchisee's obligations and faithful adherence to all requirements of this Agreement. Throughout the term of this Agreement, and for one hundred twenty (120) days thereafter, Franchisee shall maintain the required letter of credit in the amount specified in accordance with this section. 18.8.

B. Based on then-current factors including the construction activity of the Franchisee, whether the Franchisee is engaged in the removal of its System, an increase in the amount of compensation payments to be made pursuant to this Agreement, the Franchisee's history of compliance (or non-compliance) with the terms and conditions of this Agreement or the City Code, or such other factors which reasonably necessitate the contemplated action, the Franchise Manager may, in his sole discretion, modify the obligations of the foregoing subsection A. Such modifications may include: (i) upon the written request of the Franchisee, a waiver of the requirement to post security, or a whole or partial release or reduction in the security posted; provided that at any time and from time to time the Franchise Manager may require the re-posting of any security so waived, released or reduced; and (ii) upon the written notice to Franchisee, an increase in the amount of security posted. Franchisee shall post the required security within thirty (30) days or such additional time as the Franchise Manager may allow, without the right of an additional cure period, and the Franchise Manager may delay any construction activity of Franchisee until the required security is posted.

C. The letter of credit may be drawn on directly by the City at any time and from time to time for the payment of liquidated damages, or for the following purposes (but not before the expiration of any notice or cure provisions to the extent applicable):

(i) To secure the faithful performance by the Franchisee of all terms, conditions, and obligations of this Agreement, the City Code, and any later-enacted regulations and ordinances pertaining to the rights-of-way or their use, including the proper installation, maintenance, operation, and removal of the System;

(ii) To compensate the City for any loss or damage to any municipal structure or other property of the City, during the course of any construction, maintenance or repair of the System by Franchisee, its agents, or employees, or any contractors or subcontractors of the Franchisee;

(iii) To compensate the City for any expenditure, damage, or loss incurred by the City occasioned by Franchisee's non-compliance with the provisions of this Agreement, the City Code, or default under any later enacted regulations and ordinances pertaining to the rights-of-way or their use, or its failure to comply with all rules, regulations, orders, permits, and other directives of the City, issued pursuant to this Agreement, the City Code, or other present or future ordinances adopted by the City;

(iv) To secure the payments of premiums for the liability insurance required pursuant to this Agreement;

(v) The payment to the City of any amounts for which Franchisee is liable that are not paid by Franchisee's insurance; or

(vi) As otherwise may be provided for in this Agreement.

D. For the City to recover under this subsection 18.8 for any failure by Franchisee to properly construct, operate or maintain its System or any alteration, repair, maintenance, or restoration of City structures or property, in connection with such construction or operation, it is not necessary that the City first perform such work.

E. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this Agreement or authorized by Applicable Law; and no action, proceeding, or exercise of a right with respect to such letter of credit shall affect any other rights the City may have.

18.9 Right to Require Replacement of Letter of Credit or Insurance. If the financial condition of any company issuing a letter of credit or insurance policy pursuant to this section 18 materially and adversely changes, the City may, at any time and from time to time, require that any such letter of credit or insurance policy be replaced with such other letter of credit or other insurance policy consistent with the requirements set forth in this section.

Section 19 GENERAL STREET USE AND CONSTRUCTION

19.1 Construction.

A. Subject to subsection B, except as may expressly be otherwise provided for in this Agreement, the provisions of Chapter 23, Article VII, Division 2 of the Code of Ordinances of the City of Huntsville ("City Code"), as such may be amended from time to time, and which are hereby incorporated into this Agreement by reference as if fully set forth herein, shall apply to the Franchisee Facilities, including their construction, removal, abandonment, maintenance and relocation. In the case of an irreconcilable conflict between Division 2 and this Agreement, this Agreement shall control.

B. Franchisee shall bear the costs and expenses for relocation when the purpose involves a lawful public purpose, including the City's exercise of its police powers for the public health, safety, and general welfare, and public infrastructure projects, public building project, and other public improvements funded in whole or part by the City.

19.2 Reservation of City Rights. Nothing in this Franchise shall prevent the City from constructing sewers; grading, paving, repairing or altering any Rights-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement.

19.3 Discontinuing Use of Franchisee Facilities. Except in connection with a sale or assignment pursuant to Section 20, if Franchisee decides to discontinue use of Franchisee Facilities that it, or one of its Affiliates, owns within all or a portion of the Rights-of-Way and does not intend to use those Franchisee Facilities again in the future, the City may direct Franchisee to remove the such Franchisee Facilities or may permit the Franchisee Facilities to be left in place as abandoned, which permission shall not be unreasonably withheld or delayed. If Franchisee is permitted to abandon its Franchisee Facilities in place, upon written consent of the City, the ownership of Franchisee Facilities in the City's Rights-of-Way shall transfer to the City, and Franchisee shall have no further obligation therefor. Notwithstanding Franchisee's request that any such Franchisee Facility to remain in place, the City may require Franchisee, at its sole cost and expense, to remove the Franchisee Facility from the street area or modify the Franchisee Facility in order to protect the public health and safety or otherwise serve the public interest. Franchisee shall complete any such removal or modification in accordance with a reasonable schedule set by the City.

19.4 Inspection. In accordance with Applicable Law, the City or its designee shall have continuing jurisdiction over construction of the Cable System in the Rights-of-Way with the right to conduct periodic inspections of the construction of such System, provided such inspection does not unduly interfere with the Cable System or the Franchisee's operations.

Section 20 ASSIGNMENT OR TRANSFER OF THE FRANCHISE

20.1 Restriction on Sale or Transfer of Franchise. Except as provided in Section 20.2, neither the rights or obligations of this Agreement, the Cable System, nor a controlling interest in

the Franchisee, shall be sold, assigned or transferred, directly or indirectly, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any Person other than Franchisee without the prior consent of the City, which consent shall not be unreasonably withheld or delayed. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised, including the creation or transfer of decision-making authority to a new or different board of directors.

20.2 Exceptions; Security of Financing.

A. The consent requirement of Section 20.1 shall not apply to transactions involving the pledging or other encumbrance of any of Franchisee's assets to secure financing; provided, however, that no lender may foreclose or execute upon the Cable System or the rights and obligations of this Agreement without the City's prior consent.

B. The City's prior consent shall not be required for pro forma transfers to Affiliates of Franchisee (intra-corporate transfers); provided, however, that the City must promptly be notified of such pro forma transfers, and any Affiliate of Franchisee succeeding to ownership of the Cable System or the rights and obligations of this Agreement shall file with the City its written acceptance of the terms and conditions of this Franchise.

20.3 Procedure. The parties to the proposed sale or transfer shall make a written request to the City for its approval of a sale or transfer. The written request shall not be deemed complete until all information required by the City and reasonably necessary to conduct the review under Section 20.4, and by applicable FCC regulations is provided to the City.

20.4 Review of Sale or Transfer by City. In reviewing a request for sale or transfer pursuant to Section 20.3 above, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party and also whether Franchisee is in compliance with this Agreement and if not, reasonable cure. Franchisee shall assist the City in that inquiry. The City may condition its consent to a transfer upon such terms and conditions as it deems reasonably appropriate to satisfy said qualifications or reasonable cure; provided, however, the City shall not unreasonably withhold its approval. As a condition of approval of a transfer or assignment of ownership or control, the City may require that the transferee become a signatory to the Agreement and assume all obligations and liabilities of Franchisee thereunder.

20.5 Foreclosure. Upon the foreclosure or other judicial sale of the Cable System, the Franchisee shall notify the City of such fact and such notification shall be treated as a notification that a change in control of the Franchisee has taken place, and the provisions of this Agreement governing the consent to transfer or change in ownership shall apply without regard to how such transfer or change in ownership occurred.

20.6 Receivership. The City may cancel this Agreement subject to any Applicable Law, including the Bankruptcy Act, one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Franchisee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership

or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:

A. Bankruptcy filing affect. Consistent with federal law, the filing of a bankruptcy petition alone shall not constitute a material default of the Agreement, provided, however, and subject to valid federal Applicable Law, in the event of a bankruptcy or other insolvency proceeding, the City retains all existing rights and enforcement authority under the Agreement and its police powers.

B. Trustee or receiver. Subject to valid federal Applicable Law, any trustee or receiver of the Franchisee shall be required to assume responsibility for, and remedy all existing defaults and provide adequate assurance of future performance under the Agreement during the pendency of such bankruptcy or insolvency proceeding.

Section 21 FRANCHISE VIOLATIONS AND REMEDIES

21.1 Remedies for Franchise Violations.

A. In addition to any rights set out elsewhere in this Franchise, or such other rights as it may possess at law or equity, the City reserves the right to apply any of the following remedies, alone or in combination, in the event Franchisee violates any provision of this Franchise, receives written notice of such violation, and fails to cure such violation in accordance with this Section. For any uncured violation, the City may:

1. Recover specific damages from all or any part of the Security provided pursuant to this Franchise; provided, however, the assessment shall be for such amount as the City reasonably determines is necessary to remedy the violation;

2. Commence litigation seeking recovery of monetary damages or specific performance of this Franchise, as such remedy may be available; or

3. Revoke the Franchise, but only after the City conducts a hearing of which the Franchisee is given adequate notice and at which the Franchisee is given adequate opportunity to present evidence and argument against revocation.

B. Non-curable violations. In addition to any rights set out elsewhere in this Franchise, or such other rights as it may possess at law or equity, the City reserves the right to revoke this Agreement, after notice and an opportunity to be heard, if the Franchisee has perpetrated or attempted to perpetrate any fraud or deceit upon the City, if there is any material misrepresentation of fact by the Franchisee, or if Franchisee fails to maintain all or any governmental authorization required by Applicable Law to operate its Cable System or provide its Cable Service. The Franchisee shall not have the right of cure under this provision.

21.2 Violation Notice and Opportunity to Cure. If the City believes Franchisee has violated a provision of this Franchise, the City shall deliver written notice ("Violation Notice")

to Franchisee describing the violation with sufficient detail to adequately identify the nature of the dispute. Franchisee shall remove or otherwise cure the asserted violation within the longer of (i) thirty (30) days of receipt of the Violation Notice, or (ii) a period of time reasonably necessary to cure the asserted violation, but in no event exceeding ninety (90) days absent the City's consent to a longer period. Notwithstanding the foregoing, the cure period for the payment of any fees or other payments due and owing the City shall not exceed forty-five (45) days. If Franchisee fails to remove or otherwise cure the asserted violation within the applicable time period, the City may exercise any or all of the remedies described in Section 21.1 or such other rights as the City may possess at law or equity; provided, however, if the violation is not of a material provision of this Franchise, then the City's remedies shall not include a revocation of this Franchise.

21.3 Minor Variances. The City may, at its sole discretion and upon request of Franchisee or its own motion, permit the Franchisee to vary its manner of performance under this Franchise, so long as the variance does not result in a substantial change in the terms of this Franchise.

Section 22 MISCELLANEOUS PROVISIONS

22.1 Severability and Survivability. If any Section, provision or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of this Franchise shall not be affected, unless the City Council determines such Section, provision or clause was material to the City's agreement to issue the Franchise. All provisions concerning indemnification, or removal of Franchisee Facilities from the Rights-of-Way, shall survive the expiration of this Franchise or termination of this Franchise for any cause. Expiration or termination of this Franchise shall not extinguish, prejudice or limit either Party's right to enforce this Franchise with respect to any default or defect in performance that has not been corrected.

22.2 Remedies cumulative; Non-enforcement by the City. The rights and remedies of the City shall be cumulative and in addition to any other rights and remedies provided by law or equity. Franchisee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

22.3 Action by Agencies or Courts. Franchisee shall promptly notify the City in the event that any agency of the federal government or the State of Alabama or any court with competent jurisdiction requires Franchisee to act inconsistently with any provisions of this Franchise. Upon receipt of such notification, the City or Franchisee may determine if a material provision of this Franchise has been affected. Upon such determination, the City or Franchisee may seek to modify or amend this Franchise, pursuant to this Section 22.3, as may be necessary to carry out the Parties' intentions and purposes under this Franchise.

22.4 Choice of Forum. Any litigation between the Parties arising under or regarding this Franchise shall occur, if in the state courts, in the county court of Alabama having

jurisdiction thereof, and if in the federal courts, in the United States District Court for the Northern District of Alabama.

22.5 Choice of Law. This Franchise shall be governed by and construed in accordance with the laws of the State of Alabama, even if Alabama's choice of law rules would otherwise require application of the law of a different state.

22.6 Notice. Any notice provided for under this Franchise shall be effective if in writing and: (1) delivered personally to the addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested; (2) sent by overnight or commercial air courier; (3) sent by facsimile transmission, with the original to follow by regular mail; or (4) sent by electronic mail with record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded or printed. Notice will be deemed to have been adequately given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day. Notices shall be addressed as follows, or to such other address as the receiving party specifies in writing:

If to the City:	Director of ITS Department of the City of Huntsville 101 Church Street, Suite 201 Huntsville, AL 35801
Facsimile: Electronic Mail:	256-427-6775 gene.uhl@huntsvilleal.gov
With a copy to:	City Attorney City of Huntsville 308 Fountain Circle Huntsville, AL 35801
Facsimile: Electronic Mail:	256-427-5043 trey.riley@huntsvilleal.gov
If to Franchisee:	WideOpenWest, Inc. Attn: Legal Department Suite 1000 7887 East Belleview Avenue Englewood, Colorado 80111

At no time will the City be required to send notice to more than two persons/addresses. It shall be the duty of the Franchisee to promptly update in writing any changes in its contact information provided above, and failure to do so shall not render ineffective the notice or demand sent by the City and shall constitute a material violation of the Franchise.

22.7 Reasonability of Actions. In any matter provided for in this Franchise involving discretionary acts by the City or the Franchisee, including the giving of consent, approval or

instructions, the Parties agree that they will each act in a manner that is reasonable under the circumstances.

22.8 Force Majeure. With respect to the violation or noncompliance with any provision of this Franchise, the violation or noncompliance will be excused where the violation or noncompliance is the result of Acts of God, war, work stoppages, or similar events that were not reasonably foreseeable and are beyond a Party's reasonable control.

22.9 Integration and Written Modification. Except as otherwise expressly provided in this Franchise, this Agreement, together with its exhibits, contains the entire agreement between the Parties. This Franchise may not be altered or modified orally but only by an instrument in writing executed by duly authorized representatives of the Parties.

22.10 Changes in Law or Unenforceability of Franchise Provisions. The Parties have entered into this Franchise under the federal and state laws in effect on the Effective Date of this Franchise. The Parties reserve the right to mutually agree on modifications to this Franchise to account for changes in the law during the term of this Franchise, or to negotiate modifications in this Franchise if any provision of this Franchise becomes, or is declared, invalid or unenforceable.

22.11 Franchisee Warranty. Franchisee, by its execution of this Agreement, warrants and covenants that it has read and understood this Agreement and that it has all requisite authority to enter into the Agreement and provide the Services authorized hereunder. Franchisee agrees that the foregoing covenants and warranties are a material condition of the Agreement.

22.12 No Third-party Rights. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits, or remedies upon, or creating any obligations of the Parties hereto toward, any Person not a Party to this Agreement.

22.13 Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile, and any signature transmitted by facsimile will be given the same force and effect as an original signature.

22.14 Relationship of the Parties. The Parties understand, acknowledge and agree that by making and entering into this Agreement, the City is not in any way or for any purpose a partner of or joint venturer with Franchisee.

22.15 Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective successors and assigns and Affiliates, as applicable.

22.16 Calculation of time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday observed by the City, that day shall be omitted from the computation.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have caused this Agreement to be executed under their respective seals as of the date first set forth above.

Knology of Huntsville, Inc.,
a Delaware corporation

By: _____ Date: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of Knology of Huntsville, Inc., a Delaware corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____ corporation, as of the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2026.

_____
NOTARY PUBLIC

City of Huntsville, Alabama,
a municipal corporation

By: _____ Date: _____
Tommy Battle, Mayor
City of Huntsville, Alabama

Attest:

_____ Date: _____

Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

[acknowledgement on next page]

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tommy Battle, whose name as Mayor of the City of Huntsville is signed to the foregoing agreement, and Shaundrika Edwards, whose name as City Clerk of the City of Huntsville is signed to the foregoing agreement, both of whom being known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they, in their respective capacities as Mayor of the City of Huntsville and City Clerk of the City of Huntsville, executed the same voluntarily for and as the act of the City of Huntsville, Alabama, a municipal corporation, as of the day the same bears date.

Given under my hand this the _____ day of _____, 2026.

_____
NOTARY PUBLIC

EXHIBIT A

Courtesy Basic Cable Service Locations

Name	Address
Huntsville ITS Shoney	807 Shoney Dr. B2
Parks	3242 Leeman Ferry Rd. A
Tennis Court	2710 Drake Ave. SW
City of Huntsville – Friendship Ctr	2900 Fairbanks St. NW
Community Outreach Ctr – Resi	3014 Sonya Dr. NW
Huntsville Department – Resi	500 Church St. NW
Rec. Center	6201 Pueblo Dr. NW
Lakewood Community Center	3601 Kenwood Dr.
Merrimack Soccer Field	3501 Triana Blvd.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-60

Department: Planning

Subject: **Type of Action:** Approval/Action

Ordinance annexing 2.80 acres of land lying on the south side of Capshaw Rd and east of Balch Rd. (Introduced on January 8, 2026, Regular Council Meeting)

Ordinance No. 26-38

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: January 28, 2026

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: Balch Rd., Madison, AL 35758
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6472

Department: Planning

Subject: **Type of Action:** Approval/Action

Ordinance annexing 2.80 acres of land lying on the south side of Capshaw Rd and east of Balch Rd. (Introduced on January 8, 2026, Regular Council Meeting)

Ordinance No. 26-38

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: January 28, 2026

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: Balch Rd., Madison, AL 35758
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 26-

WHEREAS, Balch, LLC, an Alabama Limited Liability Company, by Chad Gilliam and Dorothy Gilliam as its Members, being the owners, as the term is defined by Section 11-42-20, Code of Alabama 1975, of all the property or territory hereinafter particularly described (which property or territory is hereinafter referred to as "the Property"), filed with the City Clerk of the City of Huntsville, Alabama, a signed and written petition requesting that the Property be annexed to the City of Huntsville, Alabama, which petition is on file with the City Clerk of the City of Huntsville, Alabama; and

WHEREAS, said petition contained the signatures of the owners of the Property, and filed together with said petition was a map showing the relationship of the Property to the corporate limits of the City of Huntsville, Alabama, which map is attached hereto and incorporated herein by reference; and

WHEREAS, the Property is contiguous to the present city limits of the City of Huntsville, Alabama, and the Property does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Huntsville, Alabama, has determined that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and has further determined that all legal requirements for annexing the Property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

NOW, THEREFORE, **BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama hereby finds that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and assents to the annexation of the Property to the City of Huntsville, Alabama;

2. That the corporate limits of the City of Huntsville, Alabama, be, and the same are hereby extended and rearranged so as to embrace and include the Property, which is particularly described as follows:

> All that part of Section 20, Township 3 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama more particularly described as beginning at a point located at the Northwest corner of said Section 20; thence South 1 Degrees 11 Minutes 16 Seconds West 326.78 feet to a point; said point is further described as the Point of True Beginning; thence South 89 Degrees 51 Minutes 23 Seconds East 320.49 feet to a point; thence South 7 Degrees 36 Minutes 16 Seconds East 9.23 feet to a point; thence North 86 Degrees 15 Minutes 30 Seconds East 11.13 feet to a point; thence South 1 Degrees 17 Minutes 20 Seconds West 18.63 feet to a point; thence South 1 Degrees 17 Minutes 23 Seconds West 143.12 feet to a point; thence South 1 Degrees 17 Minutes 21 Seconds West 143.06 feet to a point; thence South 1 Degrees 17 Minutes 25 Seconds West 21.94 feet to a point; thence South 1 Degrees 17 Minutes 21 Seconds West 33.64 feet to a point; thence North 89 Degrees 15 Minutes 21 Seconds West 149.11 feet to a point; thence North 89

Degrees 2 Minutes 13 Seconds West 184.44 feet to a point; thence North 1 Degrees 22 Minutes 59 Seconds East 364.59 feet to the Point of True Beginning and containing 2.80 acres more or less.

3. That this ordinance shall be published as provided by law, and become effective upon its publication as required by law.

4. That the Mayor and City Clerk of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Madison County, Alabama.

ADOPTED this the _____ day of _____, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama.

APPROVED this the _____ day of _____, 2026.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

PETITION FOR ANNEXATION TO THE CITY OF HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH 11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)

TO: The City Clerk of the City of Huntsville, Alabama, and the City Council of the City of Huntsville, Alabama

FROM: Balch, LLC, an Alabama Limited Liability Company, by Chad Gilliam and Dorothy Gilliam as its Members (hereinafter referred to as "the petitioner")

A. The Petitioner do hereby sign and file with the City Clerk of the City of Huntsville, Alabama, this written petition requesting that the real property or territory hereinafter described, which real property or territory is hereinafter referred to as "the Property", be annexed to the City of Huntsville, Alabama, under the authority of and pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama 1975; and in support thereof do hereby certify as follows:

1. That the Petitioner is the owner of the Property, as the term "owner" is defined by Section 11-42-20, Code of Alabama 1975.

2. That the Property is situated in **Madison County, Alabama**, and is accurately described on the attached Exhibit "A", which exhibit is incorporated herein by reference.

3. That the Petitioner has the right and authority to make and file this petition for annexation.

4. That the Property is contiguous to the existing corporate limits of the City of Huntsville, Alabama.

5. That the Property does not lie within the corporate limits or police jurisdiction of any other municipality.

6. That the Petitioner has attached hereto as Exhibit "B", which exhibit is incorporated herein by reference, and filed herewith a map of the Property showing its relationship to the corporate limits of the City of Huntsville, Alabama, which said map is further identified as being entitled "Balch Property to be Annexed."

B. This petition may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same petition.

THE FOREGOING CONSIDERED, I, the Petitioner hereby petition and request that the City Council of the City of Huntsville, Alabama, adopt an ordinance assenting to the annexation of the Property to the City of Huntsville, Alabama, all in accordance with the statutes herein provided.

IN WITNESS WHEREOF, I, the undersigned Petitioner has hereunto subscribed my name as of the 29th day of December 2025.

PETITIONER:
Balch, LLC, an Alabama Limited Liability Company

Signature: _____
Chad Gilliam

Signature: _____
Dorothy Gilliam

As its: Members

STATE OF Alabama)
)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Chad Gilliam, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 29 day of December, 2025.

_____(SEAL)
NOTARY PUBLIC

Expiration Date: 4/4/27

JAY GORDON MORRIS NOTARY PUBLIC ALABAMA STATE AT LARGE

STATE OF Alabama)
)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dorothy Gilliam, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, she executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 29 day of December, 2025.

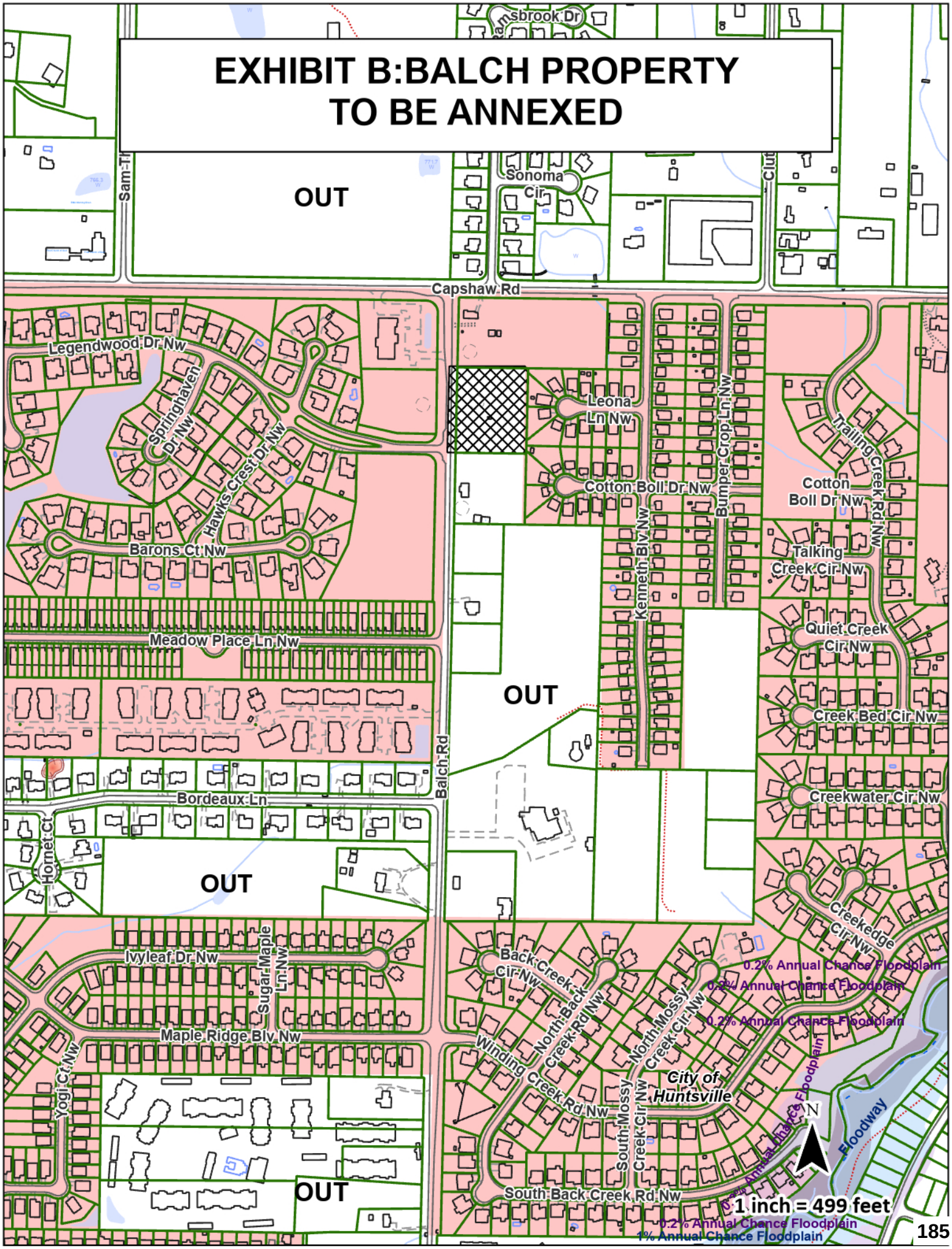
_____(SEAL)
NOTARY PUBLIC

Expiration Date: 4/4/27

JAY GORDON MORRIS NOTARY PUBLIC ALABAMA STATE AT LARGE

Exhibit “A”
(Legal Description of the Property)

All that part of Section 20, Township 3 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama more particularly described as beginning at a point located at the Northwest corner of said Section 20; thence South 1 Degrees 11 Minutes 16 Seconds West 326.78 feet to a point; said point is further described as the Point of True Beginning; thence South 89 Degrees 51 Minutes 23 Seconds East 320.49 feet to a point; thence South 7 Degrees 36 Minutes 16 Seconds East 9.23 feet to a point; thence North 86 Degrees 15 Minutes 30 Seconds East 11.13 feet to a point; thence South 1 Degrees 17 Minutes 20 Seconds West 18.63 feet to a point; thence South 1 Degrees 17 Minutes 23 Seconds West 143.12 feet to a point; thence South 1 Degrees 17 Minutes 21 Seconds West 143.06 feet to a point; thence South 1 Degrees 17 Minutes 25 Seconds West 21.94 feet to a point; thence South 1 Degrees 17 Minutes 21 Seconds West 33.64 feet to a point; thence North 89 Degrees 15 Minutes 21 Seconds West 149.11 feet to a point; thence North 89 Degrees 2 Minutes 13 Seconds West 184.44 feet to a point; thence North 1 Degrees 22 Minutes 59 Seconds East 364.59 feet to the Point of True Beginning and containing 2.80 acres more or less.


EXHIBIT B:BALCH PROPERTY
TO BE ANNEXED
OUT
Sonoma Cir
Capshaw Rd
Legendwood Dr Nw
Springhaven Dr Nw
Hawks Crest Dr Nw
Barons Ct Nw
Meadow Place Ln Nw
Leona Ln Nw
Cotton Boll Dr Nw
Kenneth Blv Nw
Bumper Crop Ln Nw
Trailing Creek Rd Nw
Talking Creek Cir Nw
Quiet Creek Cir Nw
Creek Bed Cir Nw
Creekwater Cir Nw
Creekedge Cir Nw
Balch Rd
Bordeaux Ln
Hornet Ct
Ivyleaf Dr Nw
Sugar Maple Ln Nw
Maple Ridge Blv Nw
Yogi Ct Nw
Back Creek Cir Nw
North Back Creek Rd Nw
North Mossy Creek Cir Nw
Winding Creek Rd Nw
South Mossy Creek Cir Nw
South Back Creek Rd Nw
City of Huntsville
0.2% Annual Chance Floodplain
1% Annual Chance Floodplain
Floodway
N
1 inch = 499 feet

ANNEXATION SUMMARY: BALCH

December 29, 2025

PETITIONER:	Balch, LLC, an Alabama Limited Liability Company, by Chad Gilliam and Dorothy Gilliam as its Members
LOCATION:	On the south side of Capshaw Rd and east of Balch Rd Township 3 South, Range 2 West, Section 20 Balch Rd., Madison, AL 35758
ACREAGE:	2.80 acres
REASON FOR REQUEST:	City Services

ANNEXATION GUIDELINES: BALCH

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs….

NOT A TAX ISLAND

3. Annexations of land in subdivisions….

NOT PART OF A SUBDIVISION

4. Corridors are discouraged….

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged….

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election….

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes….

COMMERCIAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions….

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

POLICY STATEMENT SIGNED BY OWNERS; COPIES ATTACHED

STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * * * * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner Chad Balch Date 10/16/2025

For: Balch LLC As its: managing member

Petitioner _____ Date _____

For: _____ As its: _____

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-61

Department: Planning

Subject: **Type of Action:** Approval/Action

Ordinance annexing 648.44 acres of land lying on the south side of I-565 and east and west of Swancott Rd. (Introduced on January 8, 2026, Regular Council Meeting)

Ordinance No. 26-39

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: January 28, 2026

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: Swancott Rd, Madison, AL 35756
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: none

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6473

Department: Planning

Subject: **Type of Action:** Approval/Action

Ordinance annexing 648.44 acres of land lying on the south side of I-565 and east and west of Swancott Rd. (Introduced on January 8, 2026, Regular Council Meeting)

Ordinance No. 26-39

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: January 28, 2026

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: Swancott Rd, Madison, AL 35756
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: none

ORDINANCE NO. 26-

WHEREAS, GL McCrary Farms, LLC, by G. Laurence McCrary, III as its Managing Member, being the owner, as the term is defined by Section 11-42-20, Code of Alabama 1975, of all the property or territory hereinafter particularly described (which property or territory is hereinafter referred to as "the Property"), filed with the City Clerk of the City of Huntsville, Alabama, a signed and written petition requesting that the Property be annexed to the City of Huntsville, Alabama, which petition is on file with the City Clerk of the City of Huntsville, Alabama; and

WHEREAS, said petition contained the signature of the owner of the Property, and filed together with said petition was a map showing the relationship of the Property to the corporate limits of the City of Huntsville, Alabama, which map is attached hereto and incorporated herein by reference; and

WHEREAS, the Property is contiguous to the present city limits of the City of Huntsville, Alabama, and the Property does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Huntsville, Alabama, has determined that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and has further determined that all legal requirements for annexing the Property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

NOW, THEREFORE, **BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama hereby finds that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and assents to the annexation of the Property to the City of Huntsville, Alabama;

2. That the corporate limits of the City of Huntsville, Alabama, be, and the same are hereby extended and rearranged so as to embrace and include the Property, which is particularly described as follows:

> All that part of Sections 03, 04, 09 and 10, Township 05 South, Range 03 West of the Huntsville Meridian, Limestone County, Alabama more particularly described as commencing at the Northwest Corner of said Section 10; thence from the Point of Commencement, North 79 Degree 52 Minutes 36 Seconds East 51.47 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, South 88 Degrees 51 Minutes 50 Seconds East 50.00 feet to a point; thence South 01 Degree 06 Minutes 42 Seconds West 59.96 feet to a point; thence South 01 Degrees 03 Minutes 45 Seconds West 2,691.26 feet to a point; thence North 89 Degrees 03 Minutes 22 Seconds West 103.11 feet to a point; thence South 01 Degree 06 Minutes 56 Seconds West 1276.44 feet to a point; thence North 89 Degrees 01 Minute 02 Seconds West 1170.71 feet to a point; thence North 89 Degrees 00 Minutes 55 Seconds West 337.63 feet to a point; thence North 89 Degrees 00 Minutes 56 Seconds West 172.42 feet to a point; thence North 00 Degrees 36 Minutes 04 Seconds East 670.79 feet to a point;

thence North 00 Degrees 36 Minutes 05 Seconds East 658.17 feet to a point; thence North 88 Degrees 40 Minutes 06 Seconds West 1034.91 feet to a point; thence South 62 Degrees 34 Minutes 49 Seconds West 56.48 feet to a point; thence North 88 Degrees 42 Minutes 34 Seconds West 1075.38 feet to a point; thence North 78 Degrees 51 Minutes 20 Seconds West 121.85 feet to a point; thence South 89 Degrees 18 Minutes 12 Seconds West 422.45 feet to a point; thence North 02 Degrees 54 Minutes 25 Seconds West 37.59 feet to a point; thence North 06 Degrees 35 Minutes 34 Seconds West 25.05 feet to a point; thence North 02 Degrees 06 Minutes 48 Seconds West 48.48 feet to a point; thence North 08 Degrees 23 Minutes 06 Seconds East 41.06 feet to a point to a point at the beginning of a curve to the Left; thence along said curve to the Left having a radius of 232.00 feet and a chord bearing and distance of North 20 Degrees 53 Minutes 16 Seconds West, 142.85 feet to a point; thence North 32 Degrees 44 Minutes 26 Seconds West 81.40 feet to a point; thence North 27 Degrees 49 Minutes 18 Seconds West 95.06 feet to a point; thence North 25 Degrees 15 Minutes 28 Seconds West 88.32 feet to a point at the beginning of a curve to the left; thence along said curve to the Left having a radius of 1447.92 feet and a chord bearing and distance of North 26 Degrees 13 Minutes 35 Seconds West, 225.70 feet to a point; thence North 07 Degrees 33 Minutes 08 Seconds West 77.36 feet to a point; thence North 03 Degrees 34 Minutes 43 Seconds West 78.69 feet to a point; thence North 07 Degrees 47 Minutes 26 Seconds East 56.29 feet to a point at the beginning of a curve to the Left; thence along said curve to the left having a radius of 211.83 feet and a chord bearing and distance of North 11 Degrees 24 Minutes 35 Seconds East, 111.15 feet to a point; thence North 14 Degrees 04 Minutes 31 Seconds West 45.69 feet to a point; thence North 25 Degrees 07 Minutes 00 Seconds West 49.70 feet to a point; thence North 16 Degrees 09 Minutes 23 Seconds West 35.27 feet to a point; thence North 01 Degree 40 Minutes 15 Seconds East 31.58 feet to a point; thence North 13 Degrees 05 Minutes 58 Seconds East 40.38 feet to a point at the beginning of a curve to the right; thence along said curve to the right having a radius of 999.17 feet and a chord bearing and distance of North 24 Degrees 03 Minutes 38 Seconds East, 132.33 feet to a point; thence North 14 Degrees 30 Minutes 48 Seconds East 97.19 feet to a point at the beginning of a curve to the right; thence along said curve to the right having a radius of 682.44 feet and a chord bearing and distance of North 25 Degrees 23 Minutes 39 Seconds East, 140.20 feet to a point; thence North 28 Degrees 54 Minutes 42 Seconds East 123.23 feet to a point; thence North 25 Degrees 59 Minutes 07 Seconds East 54.41 feet to a point; thence North 07 Degrees 52 Minutes 44 Seconds East 37.00 feet to a point; thence North 11 Degrees 31 Minutes 40 Seconds West 26.28 feet to a point; thence North 49 Degrees 06 Minutes 55 Seconds West 21.47 feet to a point; thence North 09 Degrees 34 Minutes 07 Seconds East 39.57 feet to a point; thence North 00 Degrees 22 Minutes 51 Seconds East 88.78 feet to a point at the beginning of a curve to the left; thence along said curve to the left having a radius of 490.54 feet and a chord bearing and distance of North 13 Degrees 44 Minutes 48 Seconds West, 234.71 feet to a point; thence North 27 Degrees 05 Minutes 07 Seconds West 56.54 feet to a point; thence North 72 Degrees 42 Minutes 33 Seconds West 31.15 feet to a point; thence North 78 Degrees 45 Minutes 26 Seconds West 28.80 feet to a point; thence North 66 Degrees 33 Minutes 05 Seconds West 17.23 feet to a point; thence North 23 Degrees 20 Minutes 13 Seconds West 58.67 feet to a point; thence North 43 Degrees 00 Minutes 47 Seconds West 47.78 feet to a point; thence North 53 Degrees 32 Minutes 36 Seconds West 62.34 feet to a point; thence North 45

Degrees 01 Minute 42 Seconds West 48.37 feet to a point; thence North 25 Degrees 26 Minutes 50 Seconds West 57.04 feet to a point; thence North 07 Degrees 18 Minutes 18 Seconds East 85.57 feet to a point at the beginning of a curve to the left; thence along said curve to the left having a radius of 1503.19 feet and a chord bearing and distance of North 12 Degrees 56 Minutes 21 Seconds East, 167.09 feet to a point; thence North 10 Degrees 27 Minutes 43 Seconds East 32.42 feet to a point; thence North 14 Degrees 17 Minutes 13 Seconds East 62.28 feet to a point; thence North 11 Degrees 32 Minutes 37 Seconds West 40.24 feet to a point; thence North 52 Degrees 06 Minutes 03 Seconds West 44.63 feet to a point; thence North 55 Degrees 46 Minutes 47 Seconds West 34.17 feet to a point; thence North 11 Degrees 10 Minutes 13 Seconds West 32.39 feet to a point; thence North 16 Degrees 29 Minutes 48 Seconds East 78.17 feet to a point; thence North 10 Degrees 19 Minutes 33 Seconds West 46.18 feet to a point; thence North 26 Degrees 52 Minutes 28 Seconds West 67.8 feet to a point; thence North 49 Degrees 37 Minutes 32 Seconds West 51.77 feet to a point; thence North 64 Degrees 21 Minutes 32 Seconds West 71.79 feet to a point; thence North 69 Degrees 22 Minutes 21 Seconds West 66.40 feet to a point; thence North 53 Degrees 16 Minutes 49 Seconds West 45.93 feet to a point; thence North 22 Degrees 07 Minutes 30 Seconds West 51.55 feet to a point; thence North 02 Degrees 26 Minutes 12 Seconds West 78.16 feet to a point; thence North 01 Degree 57 Minutes 41 Seconds East 79.16 feet to a point; thence North 04 Degrees 02 Minutes 28 Seconds East 106.44 feet to a point; thence North 08 Degrees 33 Minutes 09 Seconds East 80.14 feet to a point; thence North 09 Degrees 54 Minutes 42 Seconds East 92.11 feet to a point; thence North 03 Degrees 46 Minutes 07 Seconds East 65.61 feet to a point; thence North 10 Degrees 29 Minutes 25 Seconds West 79.75 feet to a point; thence North 17 Degrees 50 Minutes 31 Seconds West 61.07 feet to a point; thence North 05 Degrees 45 Minutes 04 Seconds West 77.41 feet to a point; thence North 01 Degree 57 Minutes 07 Seconds East 81.96 feet to a point at the beginning of a curve to the left; thence along said curve to the left having a radius of 3766.17 feet and a chord bearing and distance of North 09 Degrees 48 Minutes 58 Seconds East, 327.55 feet to a point; thence North 10 Degrees 29 Minutes 48 Seconds East 70.40 feet to a point; thence North 15 Degrees 22 Minutes 38 Seconds East 65.85 feet to a point at the beginning of a curve to the left; thence along said curve to the left having a radius of 2746.59 feet and a chord bearing and distance of North 14 Degrees 51 Minutes 25 Seconds East, 233.25 feet to a point; thence North 15 Degrees 05 Minutes 25 Seconds East 53.44 feet to a point at the beginning of a curve to the right; thence along said curve to the right having a radius of 1539.89 feet and a chord bearing and distance of North 26 Degrees 30 Minutes 00 Seconds East, 181.96 feet to a point at the beginning of another curve to the right; thence along said curve to the right having a radius of 988.99 feet and a chord bearing and distance of North 36 Degrees 00 Minutes 24 Seconds East, 180.14 feet to a point; thence North 37 Degrees 50 Minutes 20 Seconds East 51.51 feet to a point; thence North 22 Degrees 06 Minutes 47 Seconds East 43.52 feet to a point; thence North 13 Degrees 26 Minutes 04 Seconds East 80.45 feet to a point; thence North 00 Degrees 55 Minutes 54 Seconds East 61.97 feet to a point; thence North 00 Degrees 57 Minutes 57 Seconds East 52.37 feet to a point; thence South 88 Degrees 51 Minutes 20 Seconds East 344.11 feet to a point; thence South 86 Degrees 53 Minutes 29 Seconds East 37.98 feet to a point; thence South 88 Degrees 31 Minutes 16 Seconds East 1005.42 feet to a point; thence South 88 Degrees 13 Minutes 47 Seconds East 622.68 feet to a point; thence North 90

Degrees 00 Minutes 00 Seconds East 57.96 feet to a point; thence South 88 Degrees 35 Minutes 52 Seconds East 1182.04 feet to a point; thence South 87 Degrees 19 Minutes 57 Seconds East 159.06 feet to a point; thence South 88 Degrees 56 Minutes 32 Seconds East 160.02 feet to a point; thence South 88 Degrees 56 Minutes 33 Seconds East 412.77 feet to a point; thence South 88 Degrees 59 Minutes 08 Seconds East 796.20 feet to a point; thence South 01 Degree 00 Minutes 18 Seconds West 2,616.09 feet to the Point of Beginning and containing 648.44 acres, more or less.

3. That this ordinance shall be published as provided by law, and become effective upon its publication as required by law.

4. That the Mayor and City Clerk of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Limestone County, Alabama.

ADOPTED this the _____ day of _____, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama.

APPROVED this the _____ day of _____, 2026.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

PETITION FOR ANNEXATION TO THE CITY OF HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH 11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)

TO: The City Clerk of the City of Huntsville, Alabama, and the City Council of the City of Huntsville, Alabama

FROM: GL McCrary Farms, LLC, by G. Laurence McCrary, III as its Managing Member (hereinafter referred to as "the petitioner")

A. The Petitioner do hereby sign and file with the City Clerk of the City of Huntsville, Alabama, this written petition requesting that the real property or territory hereinafter described, which real property or territory is hereinafter referred to as "the Property", be annexed to the City of Huntsville, Alabama, under the authority of and pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama 1975; and in support thereof do hereby certify as follows:

1. That the Petitioner is the owner of the Property, as the term "owner" is defined by Section 11-42-20, Code of Alabama 1975.

2. That the Property is situated in **Limestone County, Alabama**, and is accurately described on the attached Exhibit "A", which exhibit is incorporated herein by reference.

3. That the Petitioner has the right and authority to make and file this petition for annexation.

4. That the Property is contiguous to the existing corporate limits of the City of Huntsville, Alabama.

5. That the Property does not lie within the corporate limits or police jurisdiction of any other municipality.

6. That the Petitioner has attached hereto as Exhibit "B", which exhibit is incorporated herein by reference, and filed herewith a map of the Property showing its relationship to the corporate limits of the City of Huntsville, Alabama, which said map is further identified as being entitled "Swancott Property to be Annexed."

B. This petition may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same petition.

THE FOREGOING CONSIDERED, I, the Petitioner hereby petition and request that the City Council of the City of Huntsville, Alabama, adopt an ordinance assenting to the annexation of the Property to the City of Huntsville, Alabama, all in accordance with the statutes herein provided.

IN WITNESS WHEREOF, I, the undersigned Petitioner has hereunto subscribed my name as of the 5th day of January 2026.

PETITIONER:
GL McCrary Farms, LLC

Signature: _____
G. Laurence McCrary, III

As its: **Managing Member**

STATE OF ALABAMA)

)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that G. Laurence McCrary, III, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 5th day of January, 2026.

Lady Kassama (SEAL)

NOTARY PUBLIC

Expiration Date: October 13, 2027

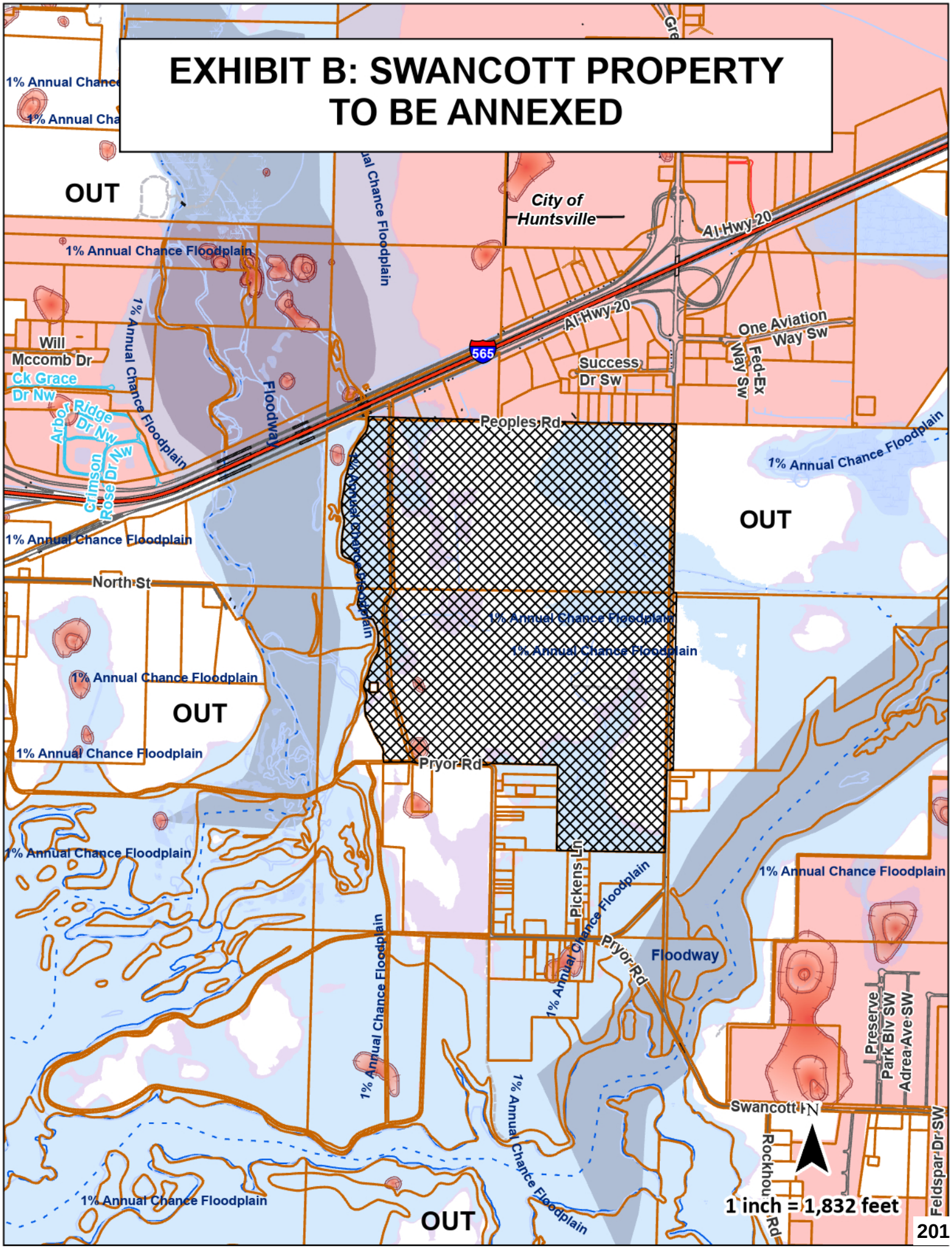
LADY KASSAMA NOTARY PUBLIC ALABAMA STATE AT LARGE

Exhibit “A”
(Legal Description of the Property)

All that part of Sections 03, 04, 09 and 10, Township 05 South, Range 03 West of the Huntsville Meridian, Limestone County, Alabama more particularly described as commencing at the Northwest Corner of said Section 10; thence from the Point of Commencement, North 79 Degree 52 Minutes 36 Seconds East 51.47 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, South 88 Degrees 51 Minutes 50 Seconds East 50.00 feet to a point; thence South 01 Degree 06 Minutes 42 Seconds West 59.96 feet to a point; thence South 01 Degrees 03 Minutes 45 Seconds West 2,691.26 feet to a point; thence North 89 Degrees 03 Minutes 22 Seconds West 103.11 feet to a point; thence South 01 Degree 06 Minutes 56 Seconds West 1276.44 feet to a point; thence North 89 Degrees 01 Minute 02 Seconds West 1170.71 feet to a point; thence North 89 Degrees 00 Minutes 55 Seconds West 337.63 feet to a point; thence North 89 Degrees 00 Minutes 56 Seconds West 172.42 feet to a point; thence North 00 Degrees 36 Minutes 04 Seconds East 670.79 feet to a point; thence North 00 Degrees 36 Minutes 05 Seconds East 658.17 feet to a point; thence North 88 Degrees 40 Minutes 06 Seconds West 1034.91 feet to a point; thence South 62 Degrees 34 Minutes 49 Seconds West 56.48 feet to a point; thence North 88 Degrees 42 Minutes 34 Seconds West 1075.38 feet to a point; thence North 78 Degrees 51 Minutes 20 Seconds West 121.85 feet to a point; thence South 89 Degrees 18 Minutes 12 Seconds West 422.45 feet to a point; thence North 02 Degrees 54 Minutes 25 Seconds West 37.59 feet to a point; thence North 06 Degrees 35 Minutes 34 Seconds West 25.05 feet to a point; thence North 02 Degrees 06 Minutes 48 Seconds West 48.48 feet to a point; thence North 08 Degrees 23 Minutes 06 Seconds East 41.06 feet to a point to a point at the beginning of a curve to the Left; thence along said curve to the Left having a radius of 232.00 feet and a chord bearing and distance of North 20 Degrees 53 Minutes 16 Seconds West, 142.85 feet to a point; thence North 32 Degrees 44 Minutes 26 Seconds West 81.40 feet to a point; thence North 27 Degrees 49 Minutes 18 Seconds West 95.06 feet to a point; thence North 25 Degrees 15 Minutes 28 Seconds West 88.32 feet to a point at the beginning of a curve to the left; thence along said curve to the Left having a radius of 1447.92 feet and a chord bearing and distance of North 26 Degrees 13 Minutes 35 Seconds West, 225.70 feet to a point; thence North 07 Degrees 33 Minutes 08 Seconds West 77.36 feet to a point; thence North 03 Degrees 34 Minutes 43 Seconds West 78.69 feet to a point; thence North 07 Degrees 47 Minutes 26 Seconds East 56.29 feet to a point at the beginning of a curve to the Left; thence along said curve to the left having a radius of 211.83 feet and a chord bearing and distance of North 11 Degrees 24 Minutes 35 Seconds East, 111.15 feet to a point; thence North 14 Degrees 04 Minutes 31 Seconds West 45.69 feet to a point; thence North 25 Degrees 07 Minutes 00 Seconds West 49.70 feet to a point; thence North 16 Degrees 09 Minutes

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to a point; thence North 02 Degrees 26 Minutes 12 Seconds West 78.16 feet to a point; thence North 01 Degree 57 Minutes 41 Seconds East 79.16 feet to a point; thence North 04 Degrees 02 Minutes 28 Seconds East 106.44 feet to a point; thence North 08 Degrees 33 Minutes 09 Seconds East 80.14 feet to a point; thence North 09 Degrees 54 Minutes 42 Seconds East 92.11 feet to a point; thence North 03 Degrees 46 Minutes 07 Seconds East 65.61 feet to a point; thence North 10 Degrees 29 Minutes 25 Seconds West 79.75 feet to a point; thence North 17 Degrees 50 Minutes 31 Seconds West 61.07 feet to a point; thence North 05 Degrees 45 Minutes 04 Seconds West 77.41 feet to a point; thence North 01 Degree 57 Minutes 07 Seconds East 81.96 feet to a point at the beginning of a curve to the left; thence along said curve to the left having a radius of 3766.17 feet and a chord bearing and distance of North 09 Degrees 48 Minutes 58 Seconds East, 327.55 feet to a point; thence North 10 Degrees 29 Minutes 48 Seconds East 70.40 feet to a point; thence North 15 Degrees 22 Minutes 38 Seconds East 65.85 feet to a point at the beginning of a curve to the left; thence along said curve to the left having a radius of 2746.59 feet and a chord bearing and distance of North 14 Degrees 51 Minutes 25 Seconds East, 233.25 feet to a point; thence North 15 Degrees 05 Minutes 25 Seconds East 53.44 feet to a point at the beginning of a curve to the right; thence along said curve to the right having a radius of 1539.89 feet and a chord bearing and distance of North 26 Degrees 30 Minutes 00 Seconds East, 181.96 feet to a point at the beginning of another curve to the right; thence along said curve to the right having a radius of 988.99 feet and a chord bearing and distance of North 36 Degrees 00 Minutes 24 Seconds East, 180.14 feet to a point; thence North 37 Degrees 50 Minutes 20 Seconds East 51.51 feet to a point; thence North 22 Degrees 06 Minutes 47 Seconds East 43.52 feet to a point; thence North 13 Degrees 26 Minutes 04 Seconds East 80.45 feet to a point; thence North 00 Degrees 55 Minutes 54 Seconds East 61.97 feet to a point; thence North 00 Degrees 57 Minutes 57 Seconds East 52.37 feet to a point; thence South 88 Degrees 51 Minutes 20 Seconds East 344.11 feet to a point; thence South 86 Degrees 53 Minutes 29 Seconds East 37.98 feet to a point; thence South 88 Degrees 31 Minutes 16 Seconds East 1005.42 feet to a point; thence South 88 Degrees 13 Minutes 47 Seconds East 622.68 feet to a point; thence North 90 Degrees 00 Minutes 00 Seconds East 57.96 feet to a point; thence South 88 Degrees 35 Minutes 52 Seconds East 1182.04 feet to a point; thence South 87 Degrees 19 Minutes 57 Seconds East 159.06 feet to a point; thence South 88 Degrees 56 Minutes 32 Seconds East 160.02 feet to a point; thence South 88 Degrees 56 Minutes 33 Seconds East 412.77 feet to a point; thence South 88 Degrees 59 Minutes 08 Seconds East 796.20 feet to a point; thence South 01 Degree 00 Minutes 18 Seconds West 2,616.09 feet to the Point of Beginning and containing 648.44 acres, more or less.


EXHIBIT B: SWANCOTT PROPERTY TO BE ANNEXED
OUT
City of Huntsville
Al Hwy 20
565
Will Mccomb Dr
Ck Grace Dr Nw
Arbor Ridge Dr Nw
Crimson Rose Dr Nw
Success Dr Sw
One Aviation Way Sw
Fed-Ex Way Sw
Peoples Rd
North St
Pryor Rd
Pickens Ln
Floodway
1% Annual Chance Floodplain
Preserve Park Blv SW
Adrea Ave SW
Swancott Ln
Rockhouse Rd
Feldspar Dr SW
1 inch = 1,832 feet
201

ANNEXATION SUMMARY: SWANCOTT

December 11, 2025

PETITIONER:	GL McCrary Farms, LLC, by G. Laurence McCrary, III as its Managing Member
LOCATION:	On the south of I-565 and east and west of Swancott Rd
	Township 05 South, Range 03 West, Sections 03, 04, 09 and 10
	Swancott Rd, Madison, AL 35756
ACREAGE:	648.44 acres
REASON FOR REQUEST:	City Services

ANNEXATION GUIDELINES: Swancott

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs….

NOT A TAX ISLAND

3. Annexations of land in subdivisions….

NOT PART OF A SUBDIVISION

4. Corridors are discouraged….

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged….

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election….

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes….

INSTITUTIONAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions….

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

POLICY STATEMENT SIGNED BY OWNERS; COPIES ATTACHED

STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * * * * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner _____ **Date** 12/18/24

Petitioner _____ **Date** _____

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-62

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Varies

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6432

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Varies

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 26 - _____

WHEREAS, the Finance Director has reviewed and submits for approval the attached itemized statements of travel expenses from city officials and employees. This resolution and the supporting documents are on file in the office of the City Clerk.

BE IT RESOLVED, that the City Council of the City of Huntsville, Alabama, hereby approves the travel expense reports herein submitted.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council of
The City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-63

Department: Finance

Subject: **Type of Action:** Approval/Action

Ordinance amending Budget Ordinance No. 25-744, by changing appropriate funding for various departments and funds.

Ordinance No. 26-48

Finance Information:

Account Number: Varies

City Cost Amount: $ Varies

Total Cost: $ Varies

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

$5,670,545.30 - Establish a transfer appropriation to the VBC Cash Funded Capital Projects Fund for the VBC Master Plan funded by fund balance.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-63

Department: Finance

Subject: **Type of Action:** Approval/Action

Ordinance amending Budget Ordinance No. 25-744, by changing appropriate funding for various departments and funds.

Ordinance No. 26-48

Finance Information:

Account Number: Varies

City Cost Amount: $ Varies

Total Cost: $ Varies

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
$5,670,545.30 - Establish a transfer appropriation to the VBC Cash Funded Capital Projects Fund for the VBC Master Plan funded by fund balance.

ORDINANCE NO. 26 – _____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Budget Ordinance No. 25-744, adopted and approved on September 25, 2025, is hereby amended as follows:

In the LODGING AND LIQUOR TAXES FUND:

Establish a transfer appropriation to the VBC Cash Funded Capital Projects Fund in the total amount of $5,670,545.30 for the VBC Master Plan funded by fund balance.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-64

Department: Finance

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.

Resolution No.

Finance Information:
Account Number: See comments below.

City Cost Amount: $ Varies based on Contract pricing structures.

Total Cost: $ Varies based on Contract pricing structures.

Special Circumstances:
Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)
Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Standard of periodic bid utilized by various departments.

Update of Bid:

Cole Mechanical - Ice Maker & Freezer Repair & Installation (General Services)

Yard-Nique dba Tidewater Landscape - Weed Eating Services (Cemetery)

Southeast Utilities of Georgia LLC - Aerial and Underground Fiber & Conduit Construction (Traffic Engineering)

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6391

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.

Resolution No.

Finance Information:
Account Number: See comments below.

City Cost Amount: **$** Varies based on Contract pricing structures.

Total Cost: **$** Varies based on Contract pricing structures.

Special Circumstances:
Grant Funded: **$** N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)
Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Standard of periodic bid utilized by various departments.

Update of Bid:

Cole Mechanical - Ice Maker & Freezer Repair & Installation (General Services)

Yard-Nique dba Tidewater Landscape - Weed Eating Services (Cemetery)

Southeast Utilities of Georgia LLC - Aerial and Underground Fiber & Conduit Construction (Traffic Engineering)

RESOLUTION NO. 26-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below. An executed copy of said documents is being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

VENDOR	COMMODITY/SERVICE	AGREEMENT
Cole Mechanical	Ice Maker & Freezer Repair & Installation	One Year W/Extensions
Yard-Nique dba Tidewater Landscape	Weed Eating Services	One Year W/Extensions
Southeast Utilities of Georgia LLC	Aerial and Underground Fiber & Conduit Construction	One Year W/Extensions

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 1/14/26
FROM: John Lang **DEPT:** General Services
BID #: 22-2026-14 **COMMODITY/SERVICE:** Ice Maker & Freezer Repair & Instal

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Cole Mechanical.

RECOMMENDATION: The General Services Department recommends Cole Mechanical for the Ice Maker & Freezer Repair & Installation Svc. bid. Cole Mechanical was the only bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Technician	$90	/Hour	

INITIAL PURCHASE: AS NEEDED
FUNDING SOURCE: 1000-14-14300-513010-0000000
TERM OF CONTRACT:
- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

APPROVALS:
My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

John Lang Digitally signed by John Lang Date: 2026.01.14 09:55:40 -06'00'
Department Head Date

Tamara M Yancy Digitally signed by Tamara M Yancy Date: 2026.01.14 10:49:27 -06'00'
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per the Advertisement for Bids – Notice to Bidders, bids will be evaluated as a whole or on a category basis. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: _____

• Quantities provided are for evaluation purposes only. Actual amounts will be subject to amounts needed. Description	Hourly Rate	Estimated Quantity	Subtotal
Technician, per hour	$ 90.00/hr	**8 HR**	$
Helper, per hour	$ N/A	**8 HR**	$ —
		TOTAL	$

- **Quantities provided are for evaluation purposes only. Actual amounts will be subject to amounts needed.**

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

DANIEL CLOTT
Printed legal name of Bidder

DANIEL C CLOTT
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

1/7/2026
Date

APPENDIX B
DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A. NOTICE TO BIDDERS		
1	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	DCA ✓	
	B. LAW AND REGULATIONS		
2	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	DCA	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
3	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	DCA	
4	The bidder must be licensed and certified by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors Board. State of Alabama License Number : 1996209 / 5 0376	DCA	
	D. SCOPE OF SERVICES		
5	The contract shall be a fixed labor rate with reimbursement for materials and any disposal costs. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	DCA	
	E. CONTRACTOR REQUIREMENTS		
6	Bidders must have a minimum of three (3) years of experience in the repair and installation of ice maker, freezer and various refrigeration systems and possess all tools of the trade.	DCA	
	F. RESPONSIBILITY OF THE CONTRACTOR		
7	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of $100,000 or more shall not be authorized under this contract.	DCA	
8	A purchase order will be issued based upon the estimate which will also serve as the contractor's authorization to proceed. No work shall be performed without a purchase order from the General Services Department.	DCA	
9	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category. Only one (1) skilled technician will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	DCA	
10	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	DCA	
11	The contractor must provide competent workmen and supervision.	DCA	
12	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property	DCA	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	DC	
13	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	DC	
14	The contractor must clean up and remove all debris from the job site in accordance with all local disposal regulations. The City of Huntsville will reimburse disposal cost with proof of documentation.	DC	
	G. BACKGROUND CHECKS		
15	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	/ DC	
	H. OSHA & LOCK OUT TAG OUT		
16	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	DC	
	I. ADDITIONAL VENDOR REQUIREMENTS		
17	**Check-In/Check-Out** At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	/ DC	
18	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	DC	
19	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	DC	
	J. REPAIR STATUS, WHEN A DELAY		
20	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	DC	
21	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	DC	
	K. EXECUTION OF WORK		
22	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician hours. It is required that	DC	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	only one (1) technician will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance. Any project, which is estimated at $100,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	DCL	
23	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	DCL	
	L. RESPONSE TIME		
24	The contractor shall have personnel available to provide repair and/or maintenance services on a twenty-four (24) hour a day, seven (7) days a week basis.	DCL	
25	All work shall be started within two (2) hours for emergencies and twenty-four (24) hours for non-emergencies after notification to proceed unless further delay is authorized by General Services. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate.	DCL	
26	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	DCL	
	M. INSPECTION AND ACCEPTANCE		
27	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contactor, and state on the invoice that they inspected and accepted the work performed.	DCL	
	N. CALL BACK SERVICES		
28	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.	DCL	
	O. ALLOWANCE OF IN-HOUSE WORK		
29	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	DCL	
	P. MATERIALS & EQUIPMENT		
30	All materials to be used on each job must be approved by General Services Representative.	DCL	
31	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville. Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost plus ten percent (10%). A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	DCL	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
32	If during the term of the contract and extension(s) thereto, regulations are passed which require the contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the contractor shall obtain the required equipment at no liability to the City.		
33	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.		
	Q. SUMMARY REPORT		
34	Using a Summary Report contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, work order#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.		
	R. INVOICING		
35	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).		
36	Original invoices shall be submitted at the completion of each job with the following information: City of Huntsville Finance Department Accounts Payable Division P.O. Box 308 Huntsville, Alabama 35801 accountspayable@huntsvilleal.gov A copy of the invoice(s) may also be sent to the General Services Department Attn: Peggy Smith at peggy.smith@huntsvilleal.gov. 1. Name and address of Contractor 2. Invoice date 3. Invoice # 4.Work Order # 5. Bid Number 6. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 7. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 8. A job summary Report		
37	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.		
	S. LABOR CHARGES		
38	The City does not pay overtime or holiday pay.		
39	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	T. TRAVEL TIME		
40	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	DLK	
	U. HOUR ROUNDING		
41	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	DLK	
	V. EXCESS PROJECT AMOUNT		
42	When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning work. Any project which is estimated to exceed $100,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	DLK	
	W. FAILURE FORM		
43	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	DLK	
44	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	DLK	
	X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
45	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	DLK	
	Y. TERMINATION FOR DEFAULT		
46	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	DLK	
	Z. TERMINATION FOR CAUSE OR CONVENIENCE		
47	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	DLK	
48	The chosen bidder shall be required to give the City of Huntsville 60 days notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	DLK	
	AA. 24 HOUR CONTACT		
49	Provide 3 contact names listing each 24-hour phone numbers.		
50	Contact #1: Name: Daniel Cole Phone Number(s): 256-337-4468		
51	Contact #2: Name: Donna Freeman Phone Number(s): 256-655-6226		
52	Contact #3: Chris Mitchell Name: Phone Number(s): 256-656-6616		
	BB. REFERENCES		
53	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.		
54	Company Name: Lowe Mill LLC Contact Name: Jimmy Hudson		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Address: 2201 S Mineral Decatur AL 35603 Phone Number: E-mail Address: 256-424-3540	Yes	
55	Company Name: Jackson Baptist Church Contact Name: Lenn Knight Address: 1001 Andrew Jackson Way 35801 Phone Number: 256-539-5729 E-mail Address:	Yes	
56	Company Name: Tennessee Botanical Gardens Contact Name: Mayor Phelps Address: 4747 Bob Wallace Ave Huntsville AL 35805 Phone Number: 256 830 4447 E-mail Address:	Yes	

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Cole MECHANICAL

Doing-Business-As Name of Proposer:

DANIEL C COLE

Principal Office Address:

1214 PRESIDENTS WAY SE Huntsville AL 35803

Telephone Number: 256-337-4404

Fax Number: /

Form of Business Entity [check one ("X")]

Corporation	___
Partnership	___
Individual	X
Joint Venture	___
Other (describe):	___

Corporation Statement

If a corporation, answer the following:

Date of incorporation:
Location of incorporation:
The corporation is held: Publicly ___ Privately ___

Names and titles of corporate officers:

DANIEL C COLE OWNER

Partnership Statement

If a partnership, answer the following:

Date of organization: n/a per
Location of organization: _____
The partnership is: General ___ Limited ___

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following: n/a

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee — Yes _____ No ✓
If "Yes," Department _____

Member of Household City Employee — Yes _____ No ✓
If "Yes," Name (s) _____

Anyone associated with your company a City Employee — Yes _____ No ✓
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"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."

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder 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.

I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Daniel C Cole
Signature of Proposer

Daniel C Cole
Print or Type Name of Proposer

1/7/2026
Date

Cole Mechanical
Legal Name of Firm

1214 Residents Way SE
Mailing Address

Hsv AL 35803
City State Zip Code

256-337-4108
Phone Fax

Colemechanical.dan@gmail.com
Email Address

Website Address

APPENDIX D
REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): COLE MECHANICAL DBA Daniel Cole
- City of Huntsville current taxpayer identification number (if available): _____. (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (*check appropriate box*)	**Entity I. D. Number & Applicable State**
☑ Individual or Sole Proprietorship	**Not Applicable**
☐ General Partnership	**Not Applicable**
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State:
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Daniel Cole Title (if applicable): OWNER

Type or legibly write name: DANIEL COLE Date: 1/7/2026

ATTACHMENT B - CONTINUED
BONDS AND INSURANCE REQUIREMENTS

STATE OF ALABAMA

COUNTY OF MADISON

CERTIFICATION

I am the proprietor or a partner in a business claiming exemption from Worker's Compensation Insurance. I do hereby certify under oath that, as of the date shown below, my company has no more than four (4) employees.

Dated this the 8 day of JAN, 2026

DANIEL C COLE
Printed Name

Signature

Sworn to, and subscribed before me, the undersigned Notary Public in and for said County and State, on this the 8 day of January, 2026.

Notary Public
My Commission Expires: My Commission Expires 05/03/2028

ALBERT JOHN KAPPELMAN IV NOTARY PUBLIC ALABAMA STATE AT LARGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Adcock & Frazier Insurance Inc 703 Halsey Ave Huntsville AL 35801	**CONTACT NAME:** Carla Hardin **PHONE (A/C, No, Ext):** 256-534-4567 **FAX (A/C, No):** 256-534-1885 **E-MAIL ADDRESS:** carla@aflns1.com
INSURED Dan Cole d/b/a Cole Mechanical 1214 Presidents Way SE Huntsville AL 35803-3673	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** OWNERS INS CO — 32700 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			38215283	04/16/2025	04/16/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ] Property Dama						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Huntsville Attn: Finance Department
308 Fountain Cir SW
Huntsville AL 35801-4240

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carla Hardin

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State Farm Insurance

PO Box 2368
Bloomington, IL 61702-2368

State Farm Mutual Automobile Insurance Company

DANIEL COLE
1214 PRESIDENTS WAY SE
HUNTSVILLE AL 35803-3673

Important notice

Policy Information

State Farm® policy number: 0874354-SFP-01

January 6, 2026

DANIEL,

Thank you for being our customer.

We're enclosing the Declarations for the renewal of this policy and new endorsements, if any, that apply to your policy. We also are including other important messages, such as information about your premium, discounts, drivers, and additional coverage options. You can view your policy booklet and endorsements at statefarm.com/policy-library without logging in. For a free paper copy of your policy and endorsements, contact your agent.

This is not a bill. The policy premium is being added to your billing account. If you'd like to pay now, you can pay at statefarm.com/pay1 or contact your agent.

Your premium

The amount you pay for automobile insurance is determined by many factors, including who drives your car, the claims you've had on this policy, and other policies you have with State Farm. If you have an accident when responding to an emergency as a law enforcement officer, firefighter, or ambulance driver, please notify your agent so your premium will not be impacted.

We have applied these adjustments to your premium:
- ✓ Multiple Lines (because you also have Personal Liability Umbrella, Homeowners with us)
- ✓ Vehicle Safety (because your vehicle has important safety features)
- ✓ Tenure (because you have been a loyal auto customer for 18 years)
- ✓ Accident Free for the last 10+ years

State Farm Mutual Automobile Insurance Company
State Farm Insurance
PO Box 2368
Bloomington, IL 61702-2368

Declarations

It is your responsibility to review this Declarations carefully and report to us any incorrect information immediately. You must also notify us if any information changes during the policy period.

Policy number: 0874354-SFP-01

Named insured(s): DANIEL COLE

Policy period: February 24, 2026 to August 24, 2026
The policy period begins and ends at 12:01 am standard time.

Personal Car Policy

Policy address:

1214 PRESIDENTS WAY SE
HUNTSVILLE, AL 35803-3673
Use of the vehicle(s): Business

Automatic Renewal

This policy will be renewed automatically subject to the rates in effect, the coverages carried, the applicable limits, deductibles, and other elements that affect the premium that apply at the time of renewal.

POLICY PREMIUM

This is not a bill. *The policy premium is being applied to your billing account. If you'd like to pay now, before your bill is ready, you can pay online, by contacting your agent, or with a remittance slip, if enclosed. The premium(s) shown in the table(s) below are for the policy period and policy characteristics described in this Declarations.*

Vehicle(s) covered	Vehicle Identification Number (VIN)	Premium
Vehicle 001 - 2021 CHEVROLET K3500	1GC4YTEY7MF172829	$576.15
	Total premium:	$576.15

Vehicle		Coverage Symbols Liability A	Medical C	Uninsured U
001	Premium	$285.15	$9.42	$39.58

State Farm Insurance

PO Box 2368
Bloomington, IL 61702-2368

State Farm Mutual Automobile Insurance Company

DANIEL COLE
1214 PRESIDENTS WAY SE
HUNTSVILLE AL 35803-3673

Important notice

Policy Information

State Farm® policy number: 0874354-SFP-01

July 7, 2025

DANIEL,

Thank you for being our customer.

We're enclosing the Declarations for this policy for the period August 24, 2025, to February 24, 2026. Please keep it for your records. It shows you are receiving our new State Farm Personal Car Policy booklet 9801C, which replaces the State Farm Car Policy booklet 9801A previously provided. Your new policy is a multicar policy, meaning more than one vehicle may be insured on this policy. Other coverage changes are explained in the separate Important Notice in this mailing.

The change to the new policy booklet and Declarations means the policy number of your policy has changed to the number above. As a result, we're providing you with the new policy booklet and new endorsements, if any, that apply to your policy. We also are including other important messages, such as information about your premium, discounts, drivers, and additional coverage options. You can view your policy booklet and endorsements at statefarm.com/policy-library without logging in. For a free paper copy of your policy and endorsements, contact your agent.

This is not a bill. The policy premium is being added to your new billing account (see enclosed Billing and Payment Agreement). If you'd like to pay now, you can pay at statefarm.com/pay1 or contact your agent.

Your premium

The amount you pay for automobile insurance is determined by many factors, including who drives your car, the claims you've had on this policy, and other policies you have with State Farm. If you have an accident when responding to an emergency as a law enforcement officer, firefighter, or ambulance driver, your premium will not be impacted.

We have applied these adjustments to your premium:
- ✓ Multiple Lines (because you also have Personal Liability Umbrella with us)
- ✓ Vehicle Safety (because your vehicle has important safety features)

- ✓ Tenure (because you have been a loyal auto customer for 18 years)
- ✓ Accident Free for the last 10+ years

Driver information

Your premium may be influenced by the drivers shown below and the other individuals permitted to drive your vehicle(s). This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that frequently drive vehicles on this policy and their information, as of August 24, 2025, which may impact the premium:

Name	Age	Gender	Years licensed	Driver tenure
DANIEL COLE	62	Male	46	18

Important information about your policy

Transportation Network Company Driver Coverage

If you use your personal car to provide rides for a Transportation Network Company (TNC), your State Farm Car Policy does not provide coverage to you while you are logged on as a TNC driver. However, the State Farm TNC Driver Coverage endorsement can provide you coverage. If you drive for a TNC, please contact your State Farm agent to learn more about this optional coverage.

If any information on this notice is incomplete or inaccurate, or if you want to confirm the information we have in our records, please contact your agent. For additional information regarding discounts or coverages, see your State Farm agent or visit statefarm.com®.

You can view your policy booklet and endorsements at statefarm.com/policy-library without logging in. For a free paper copy of your policy and endorsements, contact your agent.

You can view financial results and get more information about the State Farm Mutual Automobile Insurance Company at statefarm.com/annualreports.

THANK YOU FOR CHOOSING STATE FARM. WE APPRECIATE YOUR BUSINESS.

If you have any questions, call your State Farm Agent Joe Demos at 256-881-5655. If you are deaf, hard of hearing, or do not use your voice to communicate, you may contact us via 711 or other relay services.

cc: Joe Demos
01-362E

DISCLAIMER: This message is provided for informational purposes only and does not grant any insurance coverage. The terms and conditions of coverage are set forth in your State Farm Personal Car Policy booklet, the most recently issued Declarations, and any applicable endorsements.

State Farm Mutual Automobile Insurance Company
State Farm Insurance
PO Box 2368
Bloomington, IL 61702-2368

Declarations

Policy number: 0874354-SFP-01

Named insureds: DANIEL COLE

Policy period: August 24, 2025 to February 24, 2026
The policy period begins and ends at 12:01 am standard time.

Personal Car Policy

Policy address:
1214 PRESIDENTS WAY SE
HUNTSVILLE, AL 35803-3673
Use of the vehicle(s): Business

Automatic Renewal

This policy will be renewed automatically subject to the rates in effect, the coverages carried, the applicable limits, deductibles, and other elements that affect the premium that apply at the time of renewal.

POLICY PREMIUM

This is not a bill. *The policy premium is being applied to your billing account. If you'd like to pay now, before your bill is ready, you can pay online, by contacting your agent, or with a remittance slip, if enclosed. The premium(s) shown in the table(s) below are for the policy period and policy characteristics described in this Declarations.*

Vehicle(s) covered	Vehicle Identification Number (VIN)	Premium
Vehicle 001 - 2021 CHEVROLET K3500	1GC4YTEY7MF172829	$720.35
	Total premium:	$720.35

		Coverage Symbols		
Vehicle		**Liability A**	**Medical C**	**Uninsured U**
001	Premium	$325.74	$10.51	$44.99

		Coverage Symbols		
Vehicle		**Comprehensive D**	**Collision G**	**Road Service H**
001	Premium	$108.07	$228.26	$2.78
	Deductible	$100	$500	

COVERAGE AND LIMITS

This policy provides the following Coverages to the vehicles for which the appropriate "Coverage Symbol" and a corresponding premium are shown in the "POLICY PREMIUM" schedules above.

Coverage Symbol	Coverage	Limit	
A	Liability Coverage	Bodily Injury Limit Each Person, $250,000.00 Property Damage Limit Each Accident $100,000.00	Each Accident $500,000.00
C	Medical Payments Coverage	Each Person $25,000.00	
U	Uninsured Motor Vehicle Coverage	Bodily Injury Limit Each Person, $25,000.00	Each Accident $50,000.00
D	Comprehensive Coverage		
G	Collision Coverage		
H	Emergency Road Service Coverage		

VEHICLE SCHEDULE

Vehicle 001

Vehicle year: 2021
Make: CHEVROLET
Model: K3500
VIN: 1GC4YTEY7MF172829

Garaged address:
1214 PRESIDENTS WAY SE
HUNTSVILLE, AL 35803-3673

Creditors:
REDSTONE FCU
PO BOX 20021
CARMEL, IN 46082-0920

Forms and Endorsements

This policy consists of this Declarations, the policy booklet - Form 9801C, and any endorsements that apply, including those listed below as well as those issued subsequent to the issuance of this policy.

Important Messages

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports.

Your premium and eligibility was determined by information on drivers, driving records, and other information you provided, as well as consumer report information, including: Age (in months) of most recent consumer initiated inquiry excluding auto and mortgage accounts, Total charge-off amount on National Consumer Telecom & Utilities Exchange accounts reported in the last 6 months, Total of latest balances for National Consumer Telecom & Utilities Exchange accounts reported in the last 2 months, Number of National Consumer Telecom & Utilities Exchange accounts reported in the last 12 months, Number of National Consumer Telecom & Utilities Exchange satisfactory occurrences reported in the last 12 months

Consumer report reference number(s): 25178017239292

Credit information was obtained on: DANIEL COLE

Please refer to the enclosed insert for additional information.

You have the right to request, no more than once during a 12-month period, that your policy be re-rated using a current credit-based insurance score. Re-rating could result in a lower rate, no change in rate, or a higher rate.

Mutual Conditions

Membership. While this policy is in force, the first named insured shown on the Declarations is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its sole discretion may declare in accordance with reasonable classifications and groupings of policyholders established by the Board.

No contingent liability. This policy is non-assessable.

Annual meeting. The annual meeting of the members of the Company shall be held at its home office in Bloomington, Illinois, on the second Monday of June at the hour of 10 a.m., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be provided to members at least 10 days prior thereto.

In witness whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Jon C. Farney

President

Michelle Macias

Secretary

Agent: Joe Demos
7531 Bailey Cove Road SE
Huntsville, AL 35802
256-881-5655
joe.demos.lzxj@statefarm.com

Vehicle		Coverage Symbols Comprehensive D	Collision G	Road Service H
001	Premium	$80.35	$158.68	$2.97
	Deductible	$100	$500	

Driver Information

The drivers listed below are the drivers reported to us that drive vehicles on this policy and their information, as of February 24, 2026:

Name	Age
DANIEL COLE	62

COVERAGES AND LIMITS

This policy provides the following Coverages to the vehicles for which the appropriate "Coverage Symbol" and a corresponding premium are shown in the "POLICY PREMIUM" schedules above.

Coverage Symbol	Coverage	Limit	
A	Liability Coverage	Bodily Injury Limit Each Person, $250,000.00 Property Damage Limit Each Accident $100,000.00	Each Accident $500,000.00
C	Medical Payments Coverage	Each Person $25,000.00	
U	Uninsured Motor Vehicle Coverage	Bodily Injury Limit Each Person, $25,000.00	Each Accident $50,000.00
D	Comprehensive Coverage		
G	Collision Coverage		
H	Emergency Road Service Coverage		

VEHICLE SCHEDULE

Vehicle 001

Vehicle year: 2021
Make: CHEVROLET
Model: K3500
VIN: 1GC4YTEY7MF172829

Garaged address:
1214 PRESIDENTS WAY SE
HUNTSVILLE, AL 35803-3673

Creditors:
REDSTONE FCU
PO BOX 20021
CARMEL, IN 46082-0920

Forms and Endorsements

This policy consists of this Declarations, the policy booklet - Form 9801C, and any endorsements that apply, including those listed below as well as those issued subsequent to the issuance of this policy.

Endorsement(s) that apply to the Policy as a whole

Endorsement number	Endorsement description
2601A	AMENDATORY ENDORSEMENT

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 12/17/2025
FROM: Tara Sloan **DEPT:** Cemetery
BID #: 15-2026-51 **COMMODITY/SERVICE:** Weed Eating Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Yard-Nique dba Tidewater Landscape

RECOMMENDATION: The Cemetery Department recommends that Weed Eating Services be awarded to Yard-Nique dba Tidewater Landscape as they were the lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Maple Hill Cemetery	$21,700	per month	$260,400 annually

INITIAL PURCHASE: As Needed
FUNDING SOURCE: 1000-51-00000-515370-0000000
TERM OF CONTRACT:
- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

APPROVALS:
My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Tara Sloan Digitally signed by Tara Sloan Date: 2025.12.17 10:26:23 -06'00' 12/17/2025
Department Head Date

Tamara M Yancy Digitally signed by Tamara M Yancy Date: 2025.12.17 12:25:18 -06'00' 12.17.2025
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per the Advertisement for Bids – Notice to Bidders, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: NONE

Cemetery	Pricing
Maple Hill Cemetery	$260,400.00 per year
Total for Maple Hill Cemetery	$260,400.00 per year

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Yardnique - dba Tidewater Landscape
Printed legal name of Bidder

William H. Davoli
Signature

William H Davoli, CEO
Printed name of individual/corporate officer/general partner/joint venturer AND Title

12-15-25
Date

APPENDIX B
DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	I. MINIMUM SERVICE REQUIREMENTS		
1	The Bidder must provide to the City a written schedule of weekly maintenance. If the Contractor sees a need to make changes to this schedule, 48 hours' notice shall be given to the City Representative.	X	
2	Work performed by Contractors under this IFB may require transporting grounds care equipment from property to property, using truck and trailer haulers. Under no circumstances will Contractors be allowed to park transport equipment on turf areas or mulched bed areas while servicing City properties.	X	
3	Contractors will park at meters, or in parking lots/parking areas in designated parking spaces, on the day of their maintenance. The City will not require companies that are under contract with the City for Cemetery Weed Eating Services to feed parking meters while servicing the City properties.	X	
4	Cut lines will include the inner and outer perimeter of Maple Hill Cemetery all the way to the street, to include curbing and gutters in the street itself when necessary. It is the responsibility of the Bidder to visit the properties themselves and not rely solely on the City's maps.	X	
5	Pricing will be based on four weed eating maintenance cycles per month to be completed in seven consecutive days or five business days; work is to begin on the second Monday in March and end the third Friday in October with the understanding that the City agrees to a 12 month contract. See attached map of cemetery locations.	X	
6	The Bidder's price is fixed and not determined by acreage but rather by lump sum.	X	
7	All work and services shall be performed by the Contractor or its employees.	X	
	A. WEED EATING/EDGING		
8	Weed eat areas around all monuments/markers in a radius of approximately 15 inches, leaving approximately 2 inches in height of turf in Maple Hill Cemetery.	X	
9	Weed eat around and underneath all benches leaving approximately 2 inches of turf in height.	X	
10	Weed eat inside coping and fencing leaving approximately 2 inches of turf in height.	X	
11	Weed eat the inside and outside perimeter of Maple Hill Cemetery leaving approximately 2 inches of turf in height.	X	
12	Weed eat other areas on cemetery grounds as needed that cannot be accessed by mower leaving approximately 2 inches of turf in height.	X	
13	Weed eat along walkways and curbing leaving approximately 2 inches of turf in height.	X	
14	Blow weed clippings out of the roadways after each visit. Clippings must not be thrown into mulched areas.	X	
15	All grass shall be removed by mechanical means from curbs and gutters in the perimeter surrounding Maple Hill Cemetery.	X	
16	Stick edger's are to be used for curb and sidewalk edging only. Curb dressers are not acceptable.	X	
17	Edging should be approximately ¼ inch from sidewalks and curbs.	X	

Line Ref #	DETAILED REQUIREMENTS	Compliant? Yes	No
	B. BLOWING		
18	Grass clippings or debris caused by weed eating or edging shall be immediately removed from adjacent walks, curbs, beds, and roadway areas on the same day as turf is trimmed or edged.	X	
19	Grass clippings or debris shall be removed in such a way as to not cause drift into roadways, adjacent properties or storm drains.	X	
20	All monuments/markers in the following Lots of Maple Hill Cemetery, formerly known as Maple Hill, Inc., shall be blown off after every weed eating and edging cycle: Lot 301C; Lot 302C; Lot 303C; Lot 304C; Lot 381; Lot 382; Lot 383; Lot 384; Lot 385; Lot 386; Lot 387; Lot 388; Lot 544; Lot 545; Lot 546; Lot 547; Lot 548C; Lot 549B. Please see the attached map titled Maple Hill Inc. Layout for specific locations.	X	
	E. DAMAGE TO PROPERTY		
21	Monuments, markers, coping, fencing, or other property damaged by the Contractor shall be replaced or repaired at the Contractor's expense.	X	
22	Flowers, bushes, or other plantings damaged by the Contractor shall be replaced at the Contractor's expense.	X	
23	The City Representative must be notified upon damage and intent to repair.	X	
24	The City Representative must approve and authorize all replacements and repair methods to any markers, monuments, memorials, fencing, coping or other property damaged within Maple Hill Cemetery or City property.	X	
25	It is the Contractors responsibility to avoid all flagged and/or restricted areas.	X	
	F. ADDITIONAL PROPERTY		
26	The City reserves the right to negotiate the maintenance of additional property during the term of the contract. We will ask the current city lawn care contractors to give us a written quote within 48 hours. Any additions will be approved by change order by the City Administrative staff.	X	
	G. REDUCING PROPERTY		
27	The Bidder agrees to engage in good faith renegotiation of quoted fees where a substantive change in an awarded property package alters the amount of work required to maintain a satisfactory level of service.	X	
	II. RESPONSIBILITIES OF THE CONTRACTOR		
28	A. The Contractor must maintain a competent and coherent staff. An English-speaking employee or a translator must be on the job site to communicate any contract issues that may arise and must comply with E-Verify (Section 3.0 Bidder Information & Acknowledgements).	X	
29	B. Contractor must provide modern communication (cell phone and/or pager) numbers to the City Representative.	X	
30	C. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.	X	
31	D. Contractor shall provide the insurance coverage required within this IFB.	X	
32	E. Contractor must be authorized and properly licensed to do lawn care business in the City, County and State of Alabama and will comply with all pertinent City, State and Federal requirements, codes and regulations related to such, as applicable. Contractor shall provide evidence of such licenses to the City upon request.	X	
33	F. Contractor must have performed comparable landscaping services for a minimum of three (3) years and attach documentation to this bid.	X	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
34	G. Contractor shall furnish all labor, equipment, tools, transportation, supplies, insurance, licenses, permits and other facilities necessary to properly and legally complete the service functions of the Contract in an orderly and workmanlike manner.	X	
35	H. Contractor shall supervise and direct the work and their employees to the best of their ability and are solely responsible for all techniques, procedures, coordination of services, and actions by their employees.	X	
36	I. Contractor's work vehicles must display the company name.	X	
37	J. Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire (i.e. T-Shirt).	X	
38	K. Contractor shall be liable for any and all damage to property of the City or any residents that results from performance of the service functions.	X	
39	L. Damage by the Contractor and service personnel shall be repaired and restored without cost to the City.	X	
40	M. Contractors shall comply with State of Alabama Department of Transportation regulations concerning traffic control devices.	X	
41	N. Contractor shall provide signs, i.e. 'mowers ahead', barricades, and/or flashing lights, as necessary, for the protection of the workers and the safety of the public.	X	
42	O. The Contractor shall ensure their employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment shall include, but is not limited to: goggles, safety glasses, face shields, gloves, safety vests, etc.	X	
43	P. Any items of value found by the Contractor must be turned into City personnel.	X	
44	Q. Bidders must provide a list of all equipment to be used and must include the make, model, serial number and year of each piece of equipment. The City will make arrangements to inspect the equipment. If the Bidder must obtain equipment in order to perform this work, explain what equipment will be purchased and how financing will be obtained.	X	

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Yardnique

Doing-Business-As Name of Proposer:

Tidewater Landscape

Principal Office Address:

1329 Heidt Avenue, Savannah GA 31408

Telephone Number: 843.338.5146

Fax Number: _____

Form of Business Entity [check one ("X"]

Corporation	X
Partnership	_____
Individual	_____
Joint Venture	_____
Other (describe):	_____ _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 1982

Location of incorporation: North carolina

The corporation is held: Publicly ___ Privately x__

Names and titles of corporate officers:

Brian Dumont - CEO

William Davoli - COO

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes _____ No x_____
If "Yes," Department _____

Member of Household City Employee Yes _____ No x_____
If "Yes," Name (s) _____

Anyone associated with your
company a City Employee Yes _____ No x_____
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"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."

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder 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.

I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

William H. Davoli
Signature of Proposer

William H Davoli
Print or Type Name of Proposer

12-15-25
Date

Yardnique - dba Tidewater Landscape
Legal Name of Firm

1329 Heidt Avenue, Savannah GA 31408
Mailing Address

City State Zip Code

843.338.5146
Phone Fax

bill.davoli@yardnique.com
Email Address

www.tidewaterusa.com
Website Address

APPENDIX D
REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Yardnique - dba Tidewater Landscape
- City of Huntsville current taxpayer identification number (if available): _____
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership ***(check appropriate box)***	**Entity I. D. Number & Applicable State**
☐ Individual or Sole Proprietorship	**Not Applicable**
☐ General Partnership	**Not Applicable**
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☑ Corporation	Number & State: North Carolina
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: William H. Davoli Title (if applicable): CEO

Type or legibly write name: William H Davoli Date: 12-15-25

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**EWD Investments, Inc.**	Control Number:	**J901180**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Compliance**
Business Purpose:	**NONE**		
Principal Office Address:	**PO BOX 7571, GARDEN CITY, GA, 31418-7571, USA**	Date of Formation / Registration Date:	**1/20/1989**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2027**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Eddie Deloach**

Physical Address: **1329 Heidt Ave., Garden City, GA, 31408, USA**

County: **Chatham**

OFFICER INFORMATION

Name	Title	Business Address
DELOACH, CYNTHIA C	Secretary	POB 7571, GARDEN CITY, GA, 31418, USA
DELOACH, EDDIE W	CEO	POB 7571, GARDEN CITY, GA, 31418, USA
DELOACH, JAMES M	CFO	POB 7571, GARDEN CITY, GA, 31418, USA

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Filing History Name History

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Report a Problem?

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2176792

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Yard-Nique,Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 2176792

Approved by:

Employer	
Yard-Nique,Inc	
Name (Please Type or Print) Ashley McDermott	**Title**
Signature Electronically Signed	**Date** 06/14/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/14/2023

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2176792

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Yard-Nique,Inc
Company Facility Address	10014 Chapel Hill Rd Morrisville, NC 27560
Company Alternate Address	
County or Parish	WAKE
Employer Identification Number	863412476
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2176792

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

NC	1

Company ID Number: 2176792

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Ashlev McDermott
Phone Number	9193889878
Fax	
Email	ashlev.mcdermott@vardnique.com

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2176792

This list represents the first 20 Program Administrators listed for this company.

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 1/6/2026
FROM: James Rogers **DEPT:** Traffic Engineering
BID #: 9-2026-75 **COMMODITY/SERVICE:** Aerial and Underground Fiber & Conduit Construction

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Southeast Utilities of Georgia LLC

RECOMMENDATION: Traffic Engineering has reviewed the bid we received, and recommend it be awarded to Southeast Utilities of Georgia LLC.

DESCRIPTION	PRICE	UOM	COMMENT
OVERHEAD (Approximately 40,000 feet per year)	$2.75	foot	
UNDERGROUND-Boring (Approximately 15,000 feet per year	$12.00	foot	
UNDERGROUND-Trenching and/or Vibratory Plowing (Approximately 15,000 feet per year)	$9.18	foot	
SUPERVISOR (Approximately 50 regular hours per year)-REGULAR TIME	$95.00	hour	
SUPERVISOR(Approximately 50 regular hours per year)-OVERTIME	$142.50	hour	
SUPERVISOR(Approximately 50 regular hours per year)-HOLIDAY	$142.50	hour	
TECHNICIAN(Approximately 50 regular hours per year)-REGULAR TIME	$85.00	hour	

INITIAL PURCHASE: As Needed
FUNDING SOURCE: See Second Page
TERM OF CONTRACT:

- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Hannah Brown Digitally signed by Hannah Brown Date: 2026.01.06 10:26:33 -06'00'
Department Head — Date

Tamara M Yancy Digitally signed by Tamara M Yancy Date: 2026.01.06 11:52:48 -06'00'
Procurement Manager — Date: 1.6.2026

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 2

TO: Procurement
FROM: James Rogers
BID #: 9-2026-75
DATE: 1/06/2026
DEPT: Traffic Engineering
COMMODITY/SERVICE: Aerial and Underground Fiber & Conduit Construction

DESCRIPTION	PRICE	UOM	COMMENT
TECHNICIAN(Approximately 50 regular hours per year)-OVERTIME	$127.50	hour	
TECHNICIAN(Approximately 50 regular hours per year)-HOLIDAY	$127.50	hour	
HELPER(Approximately 50 regular hours per year)-REGULAR TIME	$65.00	hour	
HELPER(Approximately 50 regular hours per year)-OVERTIME	$97.50	hour	
HELPER(Approximately 50 regular hours per year)-HOLIDAY	$97.50	hour	
Funding Sources:			
3020-75-00000-529000-00000000-			
3020-75-00000-529001-00000000-			

HUNTSVILLE

Finance Department
Procurement Services Division

CERTIFICATE OF COMPLIANCE

Pursuant to Code of Alabama, 1975 ("Code"), Section 39-5-1(b), the City of Huntsville, Alabama does hereby certify that the agreement by and between the City of Huntsville and Southeast Utilities of Georgia LLC *(Vendor/Contractor Name)* in the approximate amount of Varied Unit Prices *(Contract Amount)* for Aerial and Underground Fiber & Conduit Construction *(Project Name)* to be awarded January 22, 2026 *(Council Date)*, was let in compliance with the Code, Title 39 and all other applicable provisions of the law; and, only for the purpose of a civil action as reference in Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that contract was let in accordance with the laws.

City of Huntsville, Alabama

BY: Rachel Biggs
(Signature)

Rachel Biggs
(Printed Name)

ITS: Deputy Finance Director
(Title)

DATE: 1/20/26

Revised August 11, 2025

order from City of Huntsville. Beginning and end dates for each project will be stated and shall be signed by contractor accepting the terms for each work authorization. Bid prices shall remain firm for the entire length of the contract. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration and approval prior to any costs being incurred. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

The City of Huntsville will direct and approve the work element and the quantities required for each project location and will compute the overall cost for each element of work and their respective quantities.

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:
All bonds must be approved by the Mayor and the Clerk of the City of Huntsville. Within fifteen (15) days of the purchase order issuance date, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence upon issuance of a purchase order, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding $10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: _____

Total Base *(Based on estimated quantities)* $ 439,950.00

INSTALLATION RATES PER FOOT	PER FOOT PRICING
OVERHEAD (Approximately 40,000 Feet Per Year)	$ 2.75
UNDERGROUND-Boring (Approximately 15,000 Feet Per Year)	$ 12.00
UNDERGROUND-Trenching and/or Vibratory Plowing (Approximately 15,000 Feet Per Year)	$ 9.18

HOURLY REPAIR RATES PER HOUR			
Overtime and Holiday Rates Must Not Exceed Time And A Half	**REGULAR TIME**	**OVERTIME**	**HOLIDAY**
SUPERVISOR (Approximately 50 Regular Hours Per Year)	$95.00	$142.50	$142.50
TECHNICIAN (Approximately 50 Regular Hours Per Year)	$$85.00	$127.50	$127.50
HELPER (Approximately 50 Regular Hours Per Year)	$65.00	$97.50	$97.50

Note 1: Estimated hours shall be used for evaluation purposes only to aid in determining the lowest responsible bidder. Actual amounts will be subject purchase orders issued.

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Donny FitzGerald
Signature of the Proposer

Donny FitzGerald
Print or Type Name of Proposer

12-15-2025
Date

Southeast Utilities of Ga LLC Type text here
Legal Name of Firm

401 Ellis Road South
Mailing Address

Jacksonville Fl 32254
City, State, Zip Code

dfitzgerald@congruex.com
Email Address

APPENDIX C
DETAILED REQUIREMENTS

	AERIAL/UNDERGROUND FIBER AND CONDUIT CONSTRUCTION		
	SPECIFICATIONS	Vendor Compliance	
I.	STANDARD	YES	NO
	Fiber optic cables shall be installed and tested in accordance with *NECA 301-2004, Installing And Testing Fiber Optic Cables*	✓	
	Work will be conducted and performed in strict compliance with all applicable laws, Ordinances, Rules, Regulations and Agreements including, but not limited to, those established the Federal Communications Commission, the Federal Aviation Administration, the National Electric Code of the National Fire Protection Association, the National Safety Code, the Occupational Safety & Health Administration, all applicable Utility Company Pole Attachments, Joint User Agreements and Franchises.	✓	
II.	GENERAL	YES	NO
	Work will be performed on an "as needed" basis. Emergency call outs must respond within 4 hours.	✓	
	When possible and practical, City of Huntsville personnel will instruct the contractor of what the work consists of and, when applicable, the materials and materials to be used. Except in the case of an emergency repair, a Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician and helper hours. It is required that only one (1) technician respond for a repair call. If the repair will require additional personnel, the contractor must obtain approval from the City.	✓	
	If the successful bidder is unable to perform within the time required, the City of Huntsville reserves the right to obtain services on the open market. The successful bidder, however, is expected to respond to the majority of calls and their failure to do so may result in termination of their contract or in not having the contract renewed for additional periods.	✓	
	Regular work hours each day are from 8am – 5pm, overtime and holiday rates shall not exceed regular time and a half and the city will not incur any trip charges under this contract.	✓	
	New installations will occur during regular work hours	✓	
	The City of Huntsville's inspection and acceptance of contractual compliance will be accomplished by a representative of the City's Traffic Engineering Department for all work contracted by Traffic Engineering. For any other department within the City of Huntsville that contracts work, that other department will handle their own inspection and acceptance. Traffic Engineering and any other department that utilizes this contract will approve a record of time and materials used for the job as maintained by the contractor, and state on the invoice that they inspected and accepted the work performed.	✓	
	The successful bidder/contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the City of Huntsville, Alabama. A list of all subcontractors proposed for use on the project shall be provided at the time that bids are received. Lien waivers will be required from all subcontractors at the time of submittal of the final payment request. Subcontractor percentage of work shall not exceed prime contractor percentage of work.	✓	
	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within two (2) hours of notification for emergencies and twenty-four (24) hours for non-emergencies.	✓	

	Materials or equipment installed shall be invoiced at contractor's ACTUAL COST TO INCLUDE ANY AND ALL DISCOUNTS OFFERED BY THEIR SUPPLIER. Contractor must furnish all equipment required to perform the requested work. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. Materials shall be furnished by the successful bidder unless otherwise directed by the City of Huntsville. Such materials shall be itemized and billed at the bidder's actual cost plus ten percent (10%). A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will not be subject to the10% markup. Example: $10.00 materials $ 1.00 10% of materials cost $ .80 8% Tax $11.80 Reimbursement	✓	
III.	RESPONSIBILITIES OF THE CONTRACTOR	YES	NO
	Furnish all material, equipment, tools of the trade, labor, supervision, and transportation necessary for aerial and underground fiber new installations and repair to existing plants and line extensions.	✓	
	Equipment Includes but is not limited to: All strand and related hardware (bolts, washers, nuts, clamps & straps) Fiber cable, fiber pigtails, fiber connectors Conduct, sweeps and related pedestals or vaults Ground wire Lashing wire All fiber identification tags	✓	
	Properly protect equipment and property where work is performed including keeping premises and adjourning premises clear of rubbish and remove all tools, equipment and surplus materials leaving job site clean and restored to condition prior to commencement of construction or repairs.	✓	
	Obtain all necessary licenses and permits.	✓	
	Provide competent supervision and workmen.	✓	
	Take all precautions necessary to protect persons and property from injury or damage during the performance of the contract. He shall be responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	✓	
	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	✓	
	Comply with all applicable Federal, State, and County laws. During the term of the contract and extension(s) thereto, regulations are passed which in order to comply with the contractor is required to purchase or otherwise obtain equipment, which is necessary for the trade, the contractor shall obtain the required equipment at no liability of the City.	✓	
	Warranty all work for a period of one year.	✓	
IV.	BIDDERS STATEMENT OF QUALIFICATIONS	YES	NO
	Each bidder must provide a minimum of three (3) references for similar contracts to include: company name, phone number and contact person. In addition, each bidder must provide the City of Huntsville with the number of years experience the company has in providing uniform products and/or services. The successful bidder must obtain the appropriate City of Huntsville Business License.	✓	
	REFERENCES:		
	COMPANY NAME: Huntsville Utiliites		

South E. Georgia

	TELEPHONE NUMBER: 256-652-8377 CONTACT PERSON: Albert Borderline		
	COMPANY NAME: Newberry Electric Co-op TELEPHONE NUMBER: 803-924-9008 CONTACT PERSON: Stephanie Sullivan		
	COMPANY NAME: Augusta Traffic Engineering TELEPHONE NUMBER: 706-564-2701 CONTACT PERSON: Kenny Mass		
V.	EXPERIENCE	YES	NO
	Describe your company's experience in performing fiber installations and repairs.		
	SEU was founded in 1997. SEU has close to 100 years of experience in the communications industry combined throughout management. We have completed and currently hold countless contracts building and maintaining coax and fiber systems throughout the Southeast region of the United States. SEU has a variety of business partners rnging from government municipalities to some of the largest communications providers in the United States.		
	Describe your equipment and tools of the trade.		
	SEU currently owns bucket trucks, all tools to build coax and fiber systems. Directional Boring Machines, excavators, vacuum excavation trailers.		

	Splicing trailers, fusion splicers, and an assortment of fleet vehicles		
	Describe the qualifications of the staff that will perform work under this contract.		
	All SEU Managers are certified with OSHA 30. All operators, groundhands, and Project leads are certified with OSHA 10. All aerial crews are certified for aerial telecommunications construction. All excavation crews are certified for plowing, missiling, trenching, and boring. SEU has fiber splicer's certified for coax and/or fiber splicing. (OSP/ISP)		

	List all subcontractors to be used with their name, address and phone numbers.
	SEU primarily uses inhouse crews depending on work volume.

APPENDIX D
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Southeast utilities of Georgia LLC

Doing-Business-As Name of Proposer:

Principal Office Address:

402 Ellis Road S

Jacksonville, FL 32254

Telephone Number:

Fax Number:

Form of Business Entity [check one ("X"]

Corporation	___
Partnership	___
Individual	___
Joint Venture	___
Other (describe):	X Limited Liability Company

Corporation Statement

If a corporation, answer the following:

Date of incorporation:
Location of incorporation:
The corporation is held: Publicly ___ Privately ___

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee — Yes _____ No X
If "Yes," Department _____

Member of Household City Employee — Yes _____ No X
If "Yes," Name (s) _____

Anyone associated with your company a City Employee — Yes _____ No X
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"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."

4. CONTRACTOR – PUBLIC CONTRACT WITH ENTITIES ENGAGING IN CERTAIN BOYCOTTING ACTIVITIES

Alabama Legislative Act 2016-312, as adopted on May 5, 2016, prohibits Alabama governmental bodies from entering into contracts with commercial entities that participate in boycotts against nations or business organizations that Alabama citizens can otherwise trade with (members of the World Trade Organization or other countries with which the United States has free-trade agreements).

In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of

Southeast Utilities of Georgia LLC
(Insert Name of Business)

I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

I, the undersigned, certify to the State of Alabama as follows:

a. I am authorized to provide representation set out in this Certificate as the official and binding act of the Contractor and have knowledge of Alabama's Act 2016-312.
b. In compliance with Act 2016-312, the Contractor is not currently engaged in, or will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

5. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder understands that this project is subject to Alabama Department of Transportation Alabama Standards Specifications, 2022 Editions, Section 600, Subitem 106.01(a)2a:

Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state, shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of domestic iron or steel products becomes impractical as a result of a national emergency, national strike or other cause, the awarding authority shall waive the above restriction. (b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Donny FitzGerald

Signature of Proposer

Donny FitzGerald

Print or Type Name of Proposer

12-15-2025

Date

Southeast utilities of Georgia LLC

Legal Name of Firm

402 Ellis Road S

Mailing Address

Jacksonville, FL 32254

City State Zip Code

(706) 733-3053

Phone Fax

Email Address

Website Address

APPENDIX E
REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Southeast Utilities of Georgia.
- City of Huntsville current taxpayer identification number (if available): _____. (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (*check appropriate box*)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☒ Limited Liability Company (LLC) (Single Member)	Number & State: 000-388-091
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State:
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, *are not required unless:* (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Donny FitzGerald Title (if applicable): Market Manager

Type or legibly write name: Donny FitzGerald Date: 12-15-2025

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**SOUTHEAST UTILITIES OF GEORGIA LLC**	Control Number:	**K701496**
Business Type:	**Foreign Limited Liability Company**	Business Status:	**Active/Owes Current Year AR**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**300 West Adams Street, Suite 300, Jacksonville, FL, 32202, USA**	Date of Formation / Registration Date:	**1/13/1997**
Jurisdiction:	**Delaware**	Last Annual Registration Year:	**2025**
Principal Record Address:	**1020 Franke Industrial Drive, Augusta, GA, 30909, USA**		

REGISTERED AGENT INFORMATION

Registered Agent Name:	**C T Corporation System**
Physical Address:	**289 S Culver St, Lawrenceville, GA, 30046, USA**
County:	**Gwinnett**

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Filing History Name History

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 159701

Client Company ID Number: 1828511

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Southeast Utilities of Georgia LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status
(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.
Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

   a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

   b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of

DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Southeast Utilities of Georgia LLC (Employer) hereby designates and appoints Insperity Employment Screening, LLC (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 159701

Client Company ID Number: 1828511

Approved by:

Employer Southeast Utilities of Georgia LLC	
Name (Please Type or Print) Kim Miles	**Title**
Signature Electronically Signed	**Date** 04/29/2022
E-Verify Employer Agent Insperity Employment Screening, LLC	
Name (Please Type or Print) Kim Miles	**Title**
Signature Electronically Signed	**Date** 04/29/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 05/02/2022

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 159701 **Client Company ID Number:** 1828511

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Southeast Utilities of Georgia LLC
Company Facility Address	1020 Franke Industrial Dr Augusta, GA 30909
Company Alternate Address	1020 Franke Industrial Dr Augusta, GA 30909
County or Parish	RICHMOND
Employer Identification Number	582291133
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	14 site(s)

Company ID Number: 159701 **Client Company ID Number:** 1828511

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
FL	5
GA	3
MS	1
SC	3
TN	1

Company ID Number: 159701 **Client Company ID Number:** 1828511

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Shriva Bhosale
Phone Number	7205896265
Fax	
Email	sbhosale@congruex.com

Name	Christian Borden
Phone Number	7206578575
Fax	
Email	cborden@congruex.com





Company ID Number: 159701

Client Company ID Number: 1828511

This list represents the first 20 Program Administrators listed for this company.

APPENDIX G
SPECIAL TERMS AND CONDITIONS

N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-65

Department: Finance

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute a contract reassignment agreement to transfer the Vehicle Insurance contract the City currently has with Fountain Parker Harbarger & Associates LLC to Higginbotham Insurance Agency, Inc.

Resolution No.

Finance Information:

Account Number: Varies

City Cost Amount: $ Varies

Total Cost: $ Varies

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
The Vehicle Insurance contract for Public Transit vehicles was awarded to Fountain Parker Harbarger & Associates LLC pursuant to Resolution No 24-226. Fountain Parker Harbarger & Associates LLC was acquired by Higginbotham Insurance Agency, Inc.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6466

Department: Finance

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute a contract reassignment agreement to transfer the Vehicle Insurance contract the City currently has with Fountain Parker Harbarger & Associates LLC to Higginbotham Insurance Agency, Inc.

Resolution No.

Finance Information:

Account Number: Varies

City Cost Amount: $ Varies

Total Cost: $ Varies

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
The Vehicle Insurance contract for Public Transit vehicles was awarded to Fountain Parker Harbarger & Associates LLC pursuant to Resolution No 24-226. Fountain Parker Harbarger & Associates LLC was acquired by Higginbotham Insurance Agency, Inc.

RESOLUTION NO. 26 - _____

WHEREAS, the City and Fountain Parker entered the Vehicles Insurance for Public Transit vehicles contract pursuant to Resolution No. 24-226 hereinafter referred to as "Contract"); and

WHEREAS, the Procurement Services Division was notified in January 2025 by Higginbotham that they acquired Fountain Parker on October 1, 2023; and

WHEREAS, Fountain Parker desires to assign the Contract to Higginbotham and waives it rights conveyed to it under the terms of said Contract; and

WHEREAS, the City desires to consent to the assumption of the Contract by Higginbotham conditioned upon Higginbotham assuming Fountain Parker's obligations under the Contract.

WHEREAS, Higginbotham agrees to adhere to the terms and conditions, pricing structure, specifications, and scope of services as outlined in the Contract which is currently in its second year of a three year contract term and is set to expire March 27, 2027;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Contract as follows:

1. The City hereby consents to Fountain Parker assignment of its rights and obligations under the Contract to Higginbotham effective on the above-stated date.
2. Higginbotham hereby agrees to assume Fountain Parker obligations under the Contracts, including but not limited to all insurance requirements and contract pricing structure.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to accept the Consent to Assignment of Contract Agreement signed by authorized representatives of both Fountain Parker Harbarger & Associates, LLC and Higginbotham Insurance Agency, Inc. and attached hereto and enter into agreement with Higginbotham Insurance Agency for the provision of insurance to Public Transit vehicles in accordance with specified scope of services, terms, and conditions as outlined in the contracts awarded pursuant to Resolution No. 24-226 and the Consent to Assignment of Contract Agreement..

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville

ADOPTED this the 22nd day of January, 2026

_____
Mayor of the City of Huntsville

CONSENT TO ASSIGNMENT OF CONTRACT AGREEMENT

This Consent to Assignment of Contracts Agreement, hereinafter referred to as "Agreement" is made and entered into on the 22nd day of January, 2026, by and between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama, hereinafter referred to as "City', and **FOUNTAIN PARKER HARBARGER & ASSOCIATES LLC**, an Alabama limited liability company, hereinafter referred to as "Fountain Parker" and **HIGGINBOTHAM INSURANCE AGENCY, INC**, a Texas Corporation, hereinafter referred to as "Higginbotham".

WITNESSETH:

WHEREAS, the City and Fountain Parker entered the Vehicles Insurance for Public Transit vehicles contract pursuant to Resolution No. 24-226 hereinafter referred to as "Contract"); and

WHEREAS, the Procurement Services Division was notified in January 2025 by Higginbotham that they acquired Fountain Parker on October 1, 2023; and

WHEREAS, Fountain Parker desires to assign the Contract to Higginbotham and waives it rights conveyed to it under the terms of said Contract; and

WHEREAS, the City desires to consent to the assumption of the Contract by Higginbotham conditioned upon Higginbotham assuming Fountain Parker obligations under the Contract.

WHEREAS, Higginbotham agrees to adhere to the terms and conditions, pricing structure, specifications, and scope of services as outlined in the Contract which is currently in its second year of a three year contract term and is set to expire March 27, 2027.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Contract as follows:

1. The City hereby consents to Fountain Parker assignment of its rights and obligations under the Contract to Higginbotham effective on the above-stated date.
2. Higginbotham hereby agrees to assume Fountain Parker obligations under the Contracts, including but not limited to all insurance requirements and contract pricing structure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective seals and delivered as of the date as written above. This Agreement may be executed in one or more counterparts and each counterpart shall, for all

purpose, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic email, may substitute for the original signature and shall have the same legal effect as the original signature.

FOUNTAIN PARKER HARBARGER & ASSOCIATES, LLC

By: _____

Its: Manager

HIGGINBOTHAM INSURANCE AGENCY, INC.

By: _____

Its: Managing Director

ATTEST

By: _____
Shaundrika Edwards

Its: City Clerk

CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle

Its: Mayor

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-66

Department: Finance

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Modification No. 1 to the Traffic Signals, LEDs, and Signal Hardware Contract awarded to Utilicom Supply Associates, LLC, pursuant to Resolution No. 25-963.

Resolution No. 26-51

Finance Information:

Account Number: Varies

City Cost Amount: $ Varies

Total Cost: $ Varies

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Due to an oversight during the bid solicitation process, the discount percentage for non-bid items was inadvertently omitted from the bid specifications and pricing form. A contract modification is necessary to add this provision to the contract for the procuring of goods.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6467

Department: Finance

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute a contract modification agreement to modify the Traffic Signals, LEDs, and Signal Hardware contract awarded to Utilicom Supply Associates, LLC pursuant to Resolution No 25-963.

Resolution No.

Finance Information:

Account Number: Varies

City Cost Amount: $ Varies

Total Cost: $ Varies

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Due to an oversight during the bid solicitation process, the discount percentage for non-bid items was inadvertently omitted from the bid specifications and pricing form. A contract modification is necessary to add this provision to the contract for the procuring of goods.

RESOLUTION NO. _____

WHEREAS, the City and Utilicom entered into Traffic Signals, LEDs, and Signal Hardware contract (the "Contract") awarded pursuant to Resolution No. 25-963 at the December 4, 2025, Huntsville City Council meeting; and

WHEREAS, the Contract thirty-four (34) designated bid items to be purchased and utilized by the Traffic Engineering Department; and

WHEREAS, the Contract did not include a provision permitting the Traffic Engineering Department to purchase non-bid items at a discounted percentage; and

WHEREAS, this provision was included in previous contracts and erroneously omitted from the bid specifications detailed in IFB# 3-2026-75 issued October 17, 2025, and publicly opened on November 6, 2025.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

1. Add a provision permitting the purchasing of non-bid items at ten percent (10%) discount off the manufacturer's price

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Huntsville authorizes the Mayor to execute Modification No.1 to add a provision permitting the City to purchase non-bid items at discount percentage of ten percent (10%) off the manufacturer's price.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville, Alabama

MODIFICATION NO. 1 TO TRAFFIC SIGNALS, LEDS, AND SIGNAL HARDWARE CONTRACT

This Modification No. 1 to Traffic Signals & PED Signal Hardware and Signal & PED LEDs & LED Inserts Contract (this "Modification") is made and entered into on the 22nd day of January 2026, by and between the **City of Huntsville**, a municipal corporation in the State of Alabama, hereinafter referred to as the "City," and **Utilicom Supply Associates, LLC**, hereinafter referred to as "Utilicom".

WITNESSETH:

WHEREAS, the City and Utilicom entered into Traffic Signals & PED Signal Hardware and Signal & PED LEDs & LED Inserts contract (the "Contract") awarded pursuant to Resolution No. 25-963 at the December 4, 2025, Huntsville City Council meeting; and

WHEREAS, the Contract thirty-four (34) designated bid items to be purchased and utilized by the Traffic Engineering Department; and

WHEREAS, the Contract did not include a provision permitting the Traffic Engineering Department to purchase non-bid items at a discounted percentage; and

WHEREAS, this provision was included in previous contracts and erroneously omitted from the bid specifications detailed in IFB# 3-2026-75 issued October 17, 2025, and publicly opened on November 6, 2025.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

1. Add a provision permitting the purchasing of non-bid items at ten percent (10%) discount off the manufacturer's price

IN WITNESS WHEREOF, the parties hereunto enter into and commence this Agreement on the date written above.

I affirm that I understand and agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

UTILICOM SUPPLY ASSOCIATES, LLC

By: Tammy Coggins

Tammy Coggins

Print Name

Chief Estimator

Title

CITY OF HUNTSVILLE, ALABAMA

By: _____

Tommy Battle

Print Name

Mayor

Title

ATTEST

By: _____

Shaundrika Edwards

Print Name

City Clerk

Title

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-67

Department: Finance

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter a contract with Fifth Asset, Inc, d/ b/ a DebtBook for financial software.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-520310-00000000-

City Cost Amount: $ 102,050.00 over three years

Total Cost: $ 102,050.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6477

Department: Finance

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter a contract with Fifth Asset, Inc, d/ b/ a DebtBook for financial software.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-520310-00000000-

City Cost Amount: $ 102,050.00 over three years

Total Cost: $ 102,050.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Docusign Envelope ID: 419D79A9-93A2-4018-B2F8-C2B2F5AAAF62

RESOLUTION NO. 26-____

BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor be hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an contract by and between the City of Huntsville and Fifth Asset, Inc., dba Debtbook, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Renewal Amendment & Order Form" consisting of two (2) pages, and the date of February 1, 2026, appearing on the second page, together with the signature of the President or President Pro Tern of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk -Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

Mayor of the City of
Huntsville, Alabama

Docusign Envelope ID: 419D79A9-93A2-4018-B2F8-C2B2F5AAAF62

DebtBook

RENEWAL AMENDMENT & ORDER FORM

This Renewal Amendment & Order Form (**"Renewal Amendment"**) to the existing Agreement, as defined below, is entered into between Fifth Asset, Inc. d/b/a DebtBook (**"DebtBook"**) and the Customer identified in the signature block below (**"Customer"**)(together, the **"Parties"**), is effective as of the date of Customer's signature below and amends the Agreement as set forth below.

RECITALS

WHEREAS, the Parties have previously executed the Agreement dated February 1, 2022 (together, the **"Agreement"**), as amended, which established the rights and obligations of each party with respect to the Services.

WHEREAS, the Parties now wish to amend the Agreement to renew the Agreement and the Services for an additional three years.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and the continuing rights and obligations of the parties as set forth in the Agreement and the Renewal Amendment, the parties agree as follows:

SERVICES & FEES

Treasury				
Item & Description		**Year 1**	**Year 2**	**Year 3**
Debt Accounting Annual recurring fee for DebtBook's debt accounting software-as-a-service application provided to Customer through access to the Application Services	**Price**	$7,500.00	$7,500.00	$7,500.00
	Discount	*($2,785.00)*	*($2,635.00)*	*($2,485.00)*
	Subtotal	**$4,715.00**	**$4,865.00**	**$5,015.00**
Debt Management Core Annual recurring fee for DebtBook's debt management software-as-a-service application provided to Customer through access to the Application Services	**Price**	$25,000.00	$25,000.00	$25,000.00
	Discount	*($9,285.00)*	*($8,805.00)*	*($8,315.00)*
	Subtotal	**$15,715.00**	**$16,195.00**	**$16,685.00**

Compliance				
Item & Description		**Year 1**	**Year 2**	**Year 3**
Lease & SBITA Management Complete Annual recurring fee for DebtBook's Lease and SBITA management software-as-a-service application provided to Customer through access to the Application Services	**Price**	$20,000.00	$20,000.00	$20,000.00
	Discount	*($7,430.00)*	*($7,050.00)*	*($6,660.00)*
	Subtotal	**$12,570.00**	**$12,950.00**	**$13,340.00**

Annual Summary	**Year 1**	**Year 2**	**Year 3**
Recurring Subscription Fees	$33,000.00	$34,010.00	$35,040.00
One-Time Implementation Fees	$0.00		

Docusign Envelope ID: 419D79A9-93A2-4018-B2F8-C2B2F5AAAF62

Annual Total	$33,000.00	$34,010.00	$35,040.00
TOTAL CONTRACT VALUE			$102,050.00

TERMS

1. The Parties have agreed to renew and extend the Agreement for an additional three years beginning on February 1, 2026 (the "**Renewal Date**") and concluding on January 31, 2029 (the "**Renewal Term**").

2. The definition for "**Application Services**" in the Agreement is hereby amended to mean the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. "**Products**" means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

3. The Fees for each year of the Renewal Term are set forth above and will be due and payable on the Renewal Date and on each anniversary thereafter, subject in each case to the payment terms in the Agreement.

4. Any reference to the "Agreement" will mean the Agreement as modified by this Renewal Amendment. On the first day of the Renewal Term, this Renewal Amendment will constitute an "Order Form" as defined in the Agreement. Capitalized terms not defined herein will have the same meaning ascribed to them as set forth in the Agreement.

5. The express provisions of this Renewal Amendment constitute the sole amendment and modification of the Agreement by and between the Parties in connection with the Renewal Term. This Renewal Amendment may be executed in counterparts, including facsimile or other electronic counterparts.

6. Each of the undersigned represents that they are authorized to (1) execute and deliver this Renewal Amendment on behalf of their respective party and (2) bind their respective party to the terms of the Agreement, and (3) sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer's current fiscal year.

Fifth Asset, Inc. d/b/a DebtBook		**City of Huntsville, AL**
By:	Liam Resch	By:
Name:	Liam Resch	Name:
Title:	Counsel & Assistant Secretary	Title:
Date:	1/13/2026	Date:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-68

Department: Finance

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Dunlap Contracting, Inc., for the Renovations to the Playhouse Theater at the Von Braun Center project.

Resolution No.

Finance Information:

Account Number: : 4022-00-00000-523063-00000000-

City Cost Amount: $1,187,950.00

Total Cost: $1,187,950.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Project cost includes a base cost of $785,450.00 and a cost of $402,500.00 for alternate no. 1.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6485

Department: Finance

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute an agreement between the City of Huntsville and Dunlap Contracting, Inc. for the Renovations to the Playhouse Theater at the Von Braun Center project.

Resolution No.

Finance Information:

Account Number: : 4022-00-00000-523063-00000000-

City Cost Amount: $1,187,950.00

Total Cost: $1,187,950.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Project cost includes a base cost of $785,450.00 and a cost of $402,500.00 for alternate no. 1.

RESOLUTION NO. 26-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and Dunlap Contracting, Inc. with a base contact amount of Seven Hundred Eighty-Five Thousdand Four Hundred Fifty Dollars and NO/100s ($785,450.00) plus Alternate No. 1 - Theatrical Rigging Repair in the amount of Four Hundred Two Thousand Five Hundred Dollars and NO/100s ($402,500.00) for the Renovations to the Playhouse Theater at the Von Braun Center Project located at 700 Monroe Street SW, Huntsville, Alabama on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Fixed Price Agreement between the City of Huntsville and Dunlap Contracting, Inc", consisting of forty-six (46) pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

CERTIFICATE OF COMPLIANCE

Pursuant to Code of Alabama, 1975 ("Code"), Section 39-5-1(b), the City of Huntsville, Alabama does hereby certify that the agreement by and between the City of Huntsville and Dunlap Contracting, Inc (*Vendor/Contractor Name*) in the approximate amount of 785,450.00 (*Contract Amount*) for Renovations to the Playhouse Theater at the Von Braun Center (*Project Name*) to be awarded January 22, 2026 (*Council Date*), was let in compliance with the Code, Title 39 and all other applicable provisions of the law; and, only for the purpose of a civil action as reference in Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that contract was let in accordance with the laws.

City of Huntsville, Alabama

BY: Rachel Biggs Digitally signed by Rachel Biggs Date: 2026.01.15 11:45:29 -06'00'
(Signature)

Rachel Biggs
(Printed Name)

ITS: Deputy Finance Director
(Title)

DATE: 01.15.2026

Revised August 11, 2025

FIXED PRICE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND DUNLAP CONTRACTING, INC WITH ARCHITECTURAL SUPPORT FROM MATHENY GOLDMON ARCHITECTURE

This Agreement is made by and between: City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

(hereinafter referred to as the "Owner") and: Dunlap Contracting, Inc.
PO Box 189
Lacey Spring, Alabama 35754

(hereinafter referred to as the "Contractor") under seal for construction described below to be rendered for the following Project:

Project Title: Renovations to the Playhouse Theater at the Von Braun Center Project
Project Location: 700 Monroe Street SW, Huntsville, AL 35801

General Description

The Renovations to the Playhouse Theater at the Von Braun Center project scope includes new finishes and minor renovations to the existing lobby, concessions, stairs, and other front of house areas in the theater, as well as improvements to the existing theatrical rigging system.

Date:_____

President of the City Council:_____

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 This Fixed Price Construction Contract between the Owner and the Contractor, of which this Agreement is part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Plans and Project Manual dated **December 5, 2025** addenda(s) **1-6** issued during the bidding and value engineering/cost reduction/quality reduction procedure, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, all of which are hereby incorporated herein by reference and made a part hereof. Documents not included or expressly contemplated in this Article 1 do not, and shall not form any part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral discussions, communications, representation, understandings, negotiations, or agreements, if any, between the Owner and Contractor, unless specifically referenced and included in paragraph 1.2 above.

1.4 NO PRIVITY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement or relationship between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contractor Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein: second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", includes", "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any

other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 Contractor warrants and represents that it has received, reviewed, and examined the documents prepared by Architect using that degree of skill and care as a reasonably prudent Contractor would exercise under similar circumstances in preparing an estimate for work of a similar scope and magnitude. Based upon that examination, Contractor further warrants that it has not discovered any defects or deficiencies in the Contract Documents and that the documents are, to the best of Contractor's knowledge, information, and belief, adequate for constructing the Project. Contractor further agrees that in the event it should discover any defect, inconsistency, or inadequacy in the Contract Documents, it will notify Owner in writing as soon as practicable of such defect, inconsistency, or inadequacy such that Owner may request Architect to remedy the same.

1.5.8 In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control: The Contractor is deemed to have based his estimate upon the order of precedence as set forth below of performing the work. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern: and between larger scale and smaller scale drawings, the larger scale shall govern. Interpretations shall be based on the following order of precedence: 1) This Agreement, 2) Supplementary Conditions, if any, 3) Bid Documents and Addenda, with those Addenda of later date having precedence over those of earlier date, 4) The General Condition of the Contract for Construction, AIA Document A201, 5) Drawings and Specifications. In the event that there is a conflict between the Drawings and Specifications, the Owner shall determine which shall govern and it shall be assumed that the Contractor used the most expensive method of construction in preparing his bid for the Contract. This contract shall be administered based on the aforesaid assumption.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them, as well as other documents furnished by the Owner, shall remain the property of the Owner. The contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project, provided, however, that in no event shall Contractor use, or permit to be used, any or all such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II
THE WORK

2.1 The Contractor shall perform all the Work required by this Contract.

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishings of labor, supervision, services, materials, supplies, equipment, fixtures,

appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as set forth on page 1 and as set forth in the Contract Documents.

2.3 The Contractor shall be responsible for the creation and submission to the Owner of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted along with building equipment operations manuals and all warranty data to the Owner upon final completion of the Project and receipt of same by the Owner shall be condition precedent to final payment to the contractor.

ARTICLE III
CONTRACT TIME

3.1 TIME

3.1.1 The Contractor shall commence the Work within 10 calendar days after the Owner issues the written notice to proceed and shall diligently continue its performance until final completion of the Project. The contractor shall accomplish Final Completion of all of the Work no later than **One Hundred Twenty (120) days** following the Notice to Proceed. The number of calendar days from the date on which the Work is permitted to proceed, through the date set froth for Final Completion, shall constitute the "Contract Time."

3.1.2 The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the Architect, the Project is at a level of completion in strict compliance with his contract, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of substantial completion.

3.1.3 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.2 LIQUIDATED DAMAGES

3.2.1 In the event that unexcused delay causes the Contractor to fail to accomplish Substantial Completion of the Work in accordance with the dates set forth herein, for each and every day of delay the Contractor shall pay to the Owner the sum of **$1,000.00** per day for liquidated damages for the loss of use. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. For liquidated damages pertaining to failure to achieve Final Completion in accordance with the requirements of paragraph 3.1.1. See paragraph 5.7.

ARTICLE IV
CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of all of the Work and obligations required herein, the Fixed Price Agreement of

$785,450.00 - Base Bid
Seven Hundred Eighty-Five Thousand, Four Hundred Fifty Dollars and NO/100s

$402,500.00 – Alternate One
Four Hundred Two Thousand, Five Hundred Dollars and NO/100s

For sales and use tax certificate exemption purposes the total fixed price amount does not include any amounts for sales and use taxes and the amount of $12,564.00 (Twelve Thousand Five Hundred Sixty-Four Dollars and NO/100s) is the approximate estimated sales taxes excluded from the Base Bid.

The price set forth in this paragraph 4.1 shall constitute the Contract Price which shall not be modified except by Change Order or other mutually agreed upon contract modification as provided in this Contract. The contract price as set forth herein shall include the cost of all labor, materials, and supplies to be used or incorporated in the project. The contract price as stated herein, including adjustments such as change orders, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

ARTICLE V
PAYMENT AND COMPLETION

5.1 SCHEDULE OF VALUES

5.1.1 Within 10 calendar days of the issuance of the notice to proceed, the Contractor shall prepare and submit to the Owner and to the Architect a Contractor's Schedule of Values allocating the Contract Price to the various portions of the Work for the purposes of periodic and final payment. The Contractor's mobilization, cleanup, bonds, insurance, overhead and profit shall be separated from subcontractor and materials costs. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance it's Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 PROGRESS PAYMENTS - The form of the Contractor's Application for Payment shall be supported by AIA Document G703, Continuation Sheet. Based upon the Contractor's Schedule of Values, the Contractor shall submit his applications for payment, in duplicate (each being notarized), to the Architect and to the Owner. After being subsequently certified by the Architect and sent to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or about the twentieth (20th) of each month after commencement of the Work, but no more frequently than once a month, the Contractor shall submit an Application for

Payment to the Architect and to the Owner in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety-five percent (95%) of that portion of the Contract Price, less the total amounts of previous payments received from the Owner, which are properly allocable to Contract requirements properly provided, including labor and materials properly incorporated in the Work and including any materials stored on the site or suitably stored and insured off site for subsequent incorporation in the Work. Prior to requesting payment for any materials, the Contractor shall document to the satisfaction of the Owner and the Architect that the Contractor has paid for the materials included in the request for payments or that the materials are currently invoiced and payable. Payment for stored materials and equipment shall also be conditioned upon the Contractor's certification satisfactory to the Owner, that the owner has title to such materials and equipment and shall include proof of required insurance against loss or damage. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. After fifty percent (50%) of the Work has been completed, the Contractor may increase his payment request percentage to be one hundred percent (100%) of Work completed for the remaining half of the project instead of the ninety-five percent (95%) set forth above. Should the Contractor elect to calculate the retainage of 5% on a line item basis within the Schedule of Values, the total retainage per pay request shall be not less than 5% until the total pay application exceeds 50% of the Contract value.

5.2.4 The Architect shall determine and certify in writing to the Owner no later than the last day of the month, the amount properly owing to the Contractor. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below. The Owner will make payment to the Contractor pursuant to the Contractor's Application for Payment within thirty (30) days from the date of receipt by the Owner of the Architect's certification of the Contractor's Application for Payment.

5.2.5 The Contractor warrants that title to all Work covered by an Application for Payment will be vested in the Owner no later than the time of payment. The Contractor further represents and warrants that upon submittal of an Application for Payment, all Work for which payments have been previously paid by the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. As a condition precedent to payment, the Contractor shall provide on a monthly basis to the Owner properly executed waivers of lien, in the form provided by the Owner which is set forth in "Exhibit D" hereto, from all subcontractors, material men, suppliers, or others having lien rights, wherein said subcontractors, material men, suppliers, or others having lien rights, shall acknowledge receipt of all sums due to date pursuant to all prior Applications for Payment and waive and relinquish any liens, lien rights or other claims relating to date to the work site.

5.2.6 When payment is received from the Owner, the Contractor shall promptly pay each Subcontractor, material men, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor, material man, laborer, or supplier as herein

provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such Subcontractor, material man, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.7 No progress payment, nor any use or occupancy of the Project by the Owner, for any purpose, shall be interpreted or construed to constitute an acceptance of any Work not in strict accordance with this Contract.

5.2.8 No progress payment may include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

(a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor.

(b) the quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract.

(c) the quantity of the Contractor's work not being as represented in the Contractor's Application for Payment.

(d) claims made or likely to be made by third parties against the Owner or the Owner's property.

(e) failure by the Contractor to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's work related obligations including Subcontractors, laborers, material men, material and equipment suppliers or others in a prompt and proper fashion.

(f) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price.

(g) evidence related to the Contractor's rate of Progress which in the Owner's opinion indicates that the Work will not be completed in the time required for substantial or final completion.

(h) the Contractor's persistent failure to carry out the Work or refusal to perform any of its obligations in accordance with the Contract.

(i) damage or loss caused by the Contractor or a Subcontractor, material man, laborer, or supplier to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within thirty (30) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after seven (7) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the owner have been received.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that Substantial Completion has been achieved as defined by 3.1.2, the Contractor shall notify in writing the Architect and the Owner and shall submit in writing a list of items to be completed or corrected. When the Architect, on the basis of a review, determines that the Work is in fact substantially complete, then the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor as applicable for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. If the Architect, through its review, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion of, its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspections(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor. Guarantees and equipment warranties required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate. Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable costs as determined by the Owner for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all outstanding or threatened unsettled claims.

5.6 PARTIAL OCCUPANCY OR USE

5.6.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor or as identified in Article III. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 5.5.1. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

5.6.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

5.6.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

5.7 COMPLETION AND FINAL PAYMENT

5.7.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Architect confirms that the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.7.2 If the Contractor fails to achieve final completion within the time fixed in paragraph 3.1, the Contractor shall pay the Owner the sum of **$1,000.00** dollars per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.7.3 The Contractor shall not be entitled to final payment unless and until it submits to the Owner and the Architect, in a form and manner required by the Owner, if any, its affidavit that all its obligations for payrolls, Subcontractors, laborers, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors, laborers, and suppliers of the Contractor and of any and all other parties required by the Architect or the owner, consent of Surety, if any, to final payment. Additionally, all product warranties, operating manuals, instruction manuals and other record documents, drawings, and things customarily required of the Contractor, or expressly required herein, as a part of or prior to close out of the work must be delivered prior to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.7.4 The Contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published.

5.7.5 The Owner shall make final payment of all sums due the Contractor subject to 5.3.1 above, within thirty (30) days of the Architect's execution of a final Certificate of Payment.

5.7.6 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI
THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish, if appropriate and available, surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor or determined to be the responsibility of the Contractor in accordance with this Contract, the Owner shall obtain all easements required for construction and shall pay for aid to construction required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner will furnish the Contractor, free of charge, six (6) copies of the Contract Documents for execution of the Work. Additional copies may be purchased by the Contractor from the printer.

6.1.4 The Owner shall classify all contract modifications in accordance with the categories established in "Exhibit A" entitled "Contract Modification Request" which is attached hereto and incorporated by reference.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

6.3 OWNER'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the owner may have against the Contractor, proceed to carry out the subject Work with its own forces or with the forces of another. In such a situation, the Contractor shall be fully responsible and be liable for the costs of performing such work by the Owner and an appropriate contract modification shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Owner's Representative's

and Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner. The rights set forth herein are in addition to and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

6.4 OWNER'S POINT OF CONTACT

6.4.1 The Owner's point of contact shall be **Byron Clanton**. The telephone number on-site is **256-533-1953**.

ARTICLE VII
THE CONTRACTOR

7.1 CONTINUING DUTY

7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 CONSTRUCTION AND SUPERVISION PROCEDURES

7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

7.2.2 The Contractor shall strictly supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3 REVIEW OF FIELD CONDITIONS

7.3.1 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect and to the Owner in accordance with provisions defined in Article 7.1.1.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished

will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not strictly conforming to these requirements may be considered defective and shall constitute a breach of the Contractor's warranty.

7.4.2 In addition to any other warranties and guarantees set forth elsewhere in this Agreement, the Contractor, upon request by the Owner or the Architect shall promptly correct all failures or defects in its Scope of the Work for a period of one (1) year after the date of substantial completion. In the event of termination of the Agreement for convenience or for cause prior to substantial completion, the Contractor shall be responsible for the correction of all failure or defects in its Scope of Work as performed and paid for a period of one (1) year after the effective date of the termination. Should the Contractor fail to promptly correct any failure or defect, the Owner may take whatever actions it deems necessary to remedy the failure or defect and the Contractor shall promptly reimburse the Owner for any expenses or damages it incurs as a result of the Contractor's failure to correct the failure or defect including, but not limited to, any attorney's fees necessary to remedy the failure or defect, or to obtain reimbursement from the Contractor.

7.4.2.1 The Contractor shall schedule, coordinate and participate in a walk-through inspection of the work one (1) month prior to the expiration of the one-year correction period, and shall notify the Owner, the Professionals, and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.

7.4.3 In addition to the warranties and guarantees set forth elsewhere herein, the Builder expressly warrants and guarantees to the Owner:

7.4.3.1 That its scope of the Work complies with (i) the Construction Documents; and, (ii) all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

7.4.3.2 That all goods, products, materials, equipment and systems incorporated into its scope of the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (i) new (unless otherwise specified or permitted) and without apparent damage; (ii) of quality equal to or higher than that required by the Contract Documents; and (iii) merchantable.

7.4.3.3 That all management, supervision, labor and services required for its scope of the Work shall comply with the Contract and shall be and are performed in a workmanlike manner.

7.4.4 The Contractor shall require that all its subcontractors and suppliers provide written warranties, guaranties and other undertakings to the Owner and the Builder in a form identical to the warranties, guaranties and other undertakings set forth in this Contract, including the warranties, guaranties, and undertakings set forth in this Article, which warranties, guaranties and undertakings shall run to the benefit of the Owner as well as the Contractor.

7.4.5 The warranties and guaranties set forth in this Article shall be in addition to all other warranties, express, implied or statutory, and shall survive the Owner's payment, acceptance, inspection of, or failure to inspect, the Work and review of the Contract Documents. These warranty provisions shall survive any termination of the contract.

7.4.6 Nothing contained in Paragraph 7.4.2 shall be construed to establish a period of limitation with respect to the Contractor's obligations under the Contract. Paragraph

7.4.2 relates only to the Contractor's specific obligations with respect to the Work, and has no relationship to the time within which the Contractor's contractual obligations under the Contract may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to any contractual obligations pursuant to Paragraph 7.4.2 or contained elsewhere herein.

7.4.7 Unless otherwise specified herein, all of the Contractor's warranty and guaranty obligations, including the time periods for all written warranties and guarantees of specifically designated equipment required by the Construction Documents, shall begin on the date of Substantial Completion or the date of acceptance by the Owner, whichever is later.

7.5 PERMITS, FEES AND NOTICES

7.5.1 The Contractor shall obtain and pay for all permits, fees and licenses, **excluding aid to construction**, necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 AUTHORIZED REPRESENTATIVE AND KEY PERSONNEL

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key Supervisory personnel assigned by the Contractor to this Project are as follow:

Name	**Function**
William D Dunlap, Jr	**Project Manager**

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 SCHEDULE

7.7.1 The Contractor, within **10** days of the issuance of notice to proceed, shall submit to the Owner and the Architect for their information the Contractor's **schedule for completing the Work**. Such Schedule shall be in compliance with the requirements set forth in the Project Manual which is attached hereto and incorporated by reference. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7.1 shall constitute a material breach of this Contract.

7.8 DOCUMENTS AND SAMPLES AT THE SITE

7.8.1 The Contractor shall continuously maintain at the site, for the benefit of the Owner and the Architect, one updated record copy of this Contract marked to record on a current

basis, amendments, revisions, changes, selections and modifications made during the term of this contract. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals and interference drawings. All of these record documents shall be available to the Owner and the Architect at all regular business hours. Upon final completion of the Work, all of these record documents shall become the property of and shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect or Owner, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. The Owner and Architect shall have no duty to review partial submittals, unsolicited, or incomplete submittals.

7.9.3 The Contractor shall review, approve and submit to the Architect and Owner, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. The Contractor shall maintain a submittal log which shall include, as a minimum, the date scheduled for each submittal, the actual date of each submittal, the date of any resubmittal, the date of an approval or rejection, and the reason for any approval or rejection. The submittal log shall be copied to the Owner and Architect on a weekly basis and presented during the weekly project meeting.

7.9.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents and has performed his duty of carefully reviewing, inspecting, and examining any and all submittals before submitting to the Owner or Architect. Prior to the commencement of work, other than the structural framework, the Contractor shall create interference drawings for the coordination of trades in the mechanical rooms and other congested areas. Such interference drawings shall be subject to submittal to the Architect and Owner and approval in accordance with paragraph 7.9.

7.9.5 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

7.9.6 The contractor shall direct specific attention in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals to revisions other than those requested by the Architect on previous submittals.

7.9.7 Informational submittals upon which the Architect is not expected to take responsive action shall be so identified in the Contract Documents.

7.9.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

7.10 CLEANING AND USE OF THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site and off-site areas reasonably clean during performance of the Work and is responsible for the trash/debris that is allowed to accumulate onsite or off-site. Upon final completion of the Work, the Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash, and excess materials or equipment, together with all of the Contractor's property therefrom.

7.10.2 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment or impede floodwater flow.

7.10.3 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

7.10.4 Access to the Site: The Contractor shall perform its scope of the Work so as not to interrupt or interfere with any on site operations of the Owner or those authorized by the Owner to use the site.

7.11 ACCESS TO WORK

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 ROYALTIES AND PATENTS

7.12.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufactures is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

7.13 SAFETY PRECAUTIONS AND PROGRAMS

7.13.1 The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit to the Architect and the Owner for their approval, a written Safety Program which shall address as a minimum their plan for compliance with all federal, state or local requirements for health and safety on the project site.

7.13.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the

material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner and Contractor.

7.13.3 The Contractor shall not be required pursuant to Article 10 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

7.14 SAFETY OF PERSONS AND PROPERTY

7.14.1 It is acknowledged that the Contractor shall have a duty to protect all personnel, equipment, materials, supplies associated with this project. Damage to property or personnel shall be subject to the indemnification provisions of this Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1.) employees on the Work and other persons who may be affected thereby.

2.) the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors or in transit; and

3.) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.14.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

7.14.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including fencing, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

7.14.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

7.14.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in paragraph 7.15.1 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under paragraph 7.15.1 , except damage or loss attributable to acts of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 7.13.

7.14.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be designated by the Contractor in writing to the Owner and Architect.

7.14.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

7.15 EMERGENCIES

7.15.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. In the event that any such emergency occurs, the Contractor shall promptly notify the Owner and the Architect within twenty-four (24) hours of the discovery of the emergency situation. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 8.3.

7.16 CONTRACTOR REPRESENTATIONS

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

7.16.1 The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project.

7.16.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.

7.16.3 The Contractor has received, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans, and specifications, soils testing reports of subsurface conditions, and submittals, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

ARTICLE VIII
CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

8.1.1 The Architect for this project is **Matheny Goldmon Architecture & Interiors** in the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status role of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's agent from the effective date of this Contract until final payment has been made. The Architect shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.

8.2.2 Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the purpose of determining conformance with the design and Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct reviews to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this contract.

8.2.9 The duties, obligations and responsibilities of the Contractor under this Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Architect. The Contractor is not a third-party beneficiary of any contract by and between the Owner and the Architect. It is expressly acknowledged and agreed that the duties of the Contractor to the Owner are independent of, and are not diminished by, any duties of the Architect to the Owner.

8.3. CLAIMS BY THE CONTRACTOR

8.3.1 All Contractor claims shall be initiated by written notice and claim to the Owner and the Architect. Such written notice and claim must be received by the Owner and Architect within seven (7) calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim and shall set forth in detail all known facts and circumstances supporting the claim. As defined in Article 7.1, the Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any

claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the Owner, the Architect and the Contractor.

8.3.3 **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS** - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure being at variance with the conditions indicated by this Contract, or (c) should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted either upward or downward by Change Order As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.3.4 **CLAIMS FOR ADDITIONAL COSTS** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall strictly comply with the requirements of 8.3.3 above. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, suppliers, material men or laborers, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

8.3.5 **CLAIMS FOR ADDITIONAL TIME** - If the Contractor is delayed in performing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work as authorized by the Owner, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or other Acts of God, then the date for achieving Substantial Completion of the Work or as applicable final completion, shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. A task is critical within the meaning of this paragraph 8.3.5 if, and only if, said task is on the critical path of the Project Schedule so that a delay in performing such task will delay the ultimate completion of the project. As defined in Article 7.1, The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples

for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by field order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX
SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity, which has a direct contract with the Contractor to perform a portion of the Work.

9.1.2 A sub-subcontractor is an entity which has a direct or indirect contract with a subcontractor to perform a portion of the work.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner and the Architect, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner against the Contractor herein including those rights of contract termination as set forth by paragraph 12.2 below.

9.3 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

9.3.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

9.3.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

9.3.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Price deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contract, separate contractors and the Owner until subsequently revised.

9.3.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract.

9.4 MUTUAL RESPONSIBILITY

9.4.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

9.4.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with the portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

9.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

9.4.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

ARTICLE X
CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed in strict accordance with applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDERS

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change

in the Work or an adjustment in the Contract Price or the Contract Time for Performance, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order or other mutually agreed upon Contract modification.

10.2.2 Change orders shall be allowed only under the following conditions; 1) Minor changes for a total monetary amount less than that required by State law for competitive bidding ($15,000); or 2) Changes for matters incidental to the original contract necessitated by unforeseeable circumstances, including but not limited to, errors or omissions in the Contract documents requiring immediate action to forestall secondary damages; or 3) Changes due to emergencies; 4) Changes provided for in the original bidding and original Contract Documents as alternates.

10.2.3 The Contractor or successful bidder is expected to complete the project as bid and specified within the financial parameters stated therein. However, if it shall be determined that a change order is needed in any given case during the performance of a contract, the contractor shall promptly submit to the Architect a completed "Contract Modification Request" (Exhibit A) specifying the change(s) with justification. The Architect shall approve, modify or reject all contract modifications requests within five (5) working days and forward to the Owner, with a Contract Modification Request completed, as necessary, by the Architect, and attached to the Contract Modification Request.

10.2.4 In the event the change order requested by the Contract involves, 1) an increase in the contract sum or construction bid price, 2) an extension of the contract time, or 3) material change the contractor's scope of work or services, the Owner, shall determine whether this is a change order which can be allowed and, if so, what exception it would fall under. The representative of the Owner shall then document the same by completing a City of Huntsville Resolution Authorizing Change Order" (Exhibit C), attach the same to the "Change Order Request" and "City of Huntsville contract Change Order" and submit to the City Council at its next regularly scheduled Council meeting for approval. The contractor shall not perform any such change until receipt of "City of Huntsville Contract Change Order" (Exhibit B), signed by the Mayor and President of the City Council.

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

10.2.6 In no event is a Change Order to be performed prior to approval thereof by Owner, except for emergencies.

10.2.7 No Change Order shall cause the total amount of Change Orders applicable to this contract to exceed 10% of the original, total Contract Price as stated in 4.1.1.

10.2.8 Change Orders increasing the Contract Price by in excess of $5,000, the following allowance for overhead and profit shall be utilized :

1.) For the Contractor or Subcontractor, for Work performed by the Contractor's own forces, 10% of the cost.

2.) For the Contractor, Subcontractor or sub-Subcontractor for Work performed by others, 5% of the amount due the subcontractor performing the Work.

3.) For each Subcontractor or sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 % of the cost.

4.) For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 % of the amount due the Sub-subcontractor.

For Change Orders increasing the Contract Price by less than $5,000 or less, increase the above allowances from 5% to 10% and 10% to 15%. There shall be no additional costs included in Change Orders for any field office personnel time related to estimating or layout required by a Change Order or for field superintendent or field office operational costs provided the changes are performed during the orderly sequencing of the work and not requiring a time extension or special crews.

10.2.9 Change Orders decreasing the Contract Price shall contain an allowance for overhead and profit which is 50% of the mark-up percentages for increases established in paragraph 10.2.8.

10.2.10 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.2.11 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

1.) by mutual agreement between the Owner and the Contractor as evidenced by

(a) the change in the Contract Price being set forth in the Change Order,

(b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and

(c) the Contractor's execution of the Change Order; or,

2.) if no mutual agreement occurs between the Owner and Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Architect requires.

10.3 MINOR CHANGES

10.3.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.4 EFFECT OF EXECUTED CHANGE ORDER

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 NOTICE TO SURETY; CONSENT

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

11.1 DISCOVERING WORK

11.1.1 If any of the Work is covered, concealed or obscured contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced or reworked at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered, concealed or obscured in a manner not covered by Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall, at no cost in time or money to the Owner immediately proceed to correct Work rejected by the Owner or Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and Completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of renovating and correcting the defective or nonconforming Work, and

(b) the difference between the fair market value of the Project as constructed and the fair market value of the project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII
CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited by Article X above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 FOR CONVENIENCE

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract, in whole or in part, by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 After receipt of notice of the termination for convenience for the terminated Work, the Contractor shall not enter into any new subcontracts, shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or Subcontracts to the Owner or its designee. The Owner may direct the Contractor to take steps to preserve the Work in place at the time of the Termination.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together

with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.1.5 The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause, initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient.

In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the Owner's and the Architect's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII
INSURANCE

13.1 INSURANCE

The Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Contractor shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. Commercial General Liability

Products and Completed Operations
Contractual Liability
Personal Injury and Advertising Injury
Explosion, Collapse and Underground Hazards (X.C. and U)
Broad Form Property Damage Liability
Severability of Interests
Waiver of Subrogation
Per Project Aggregate Limits

2. Professional Liability:

Only applies to contracts or subcontracts, consultants, that are architects, engineers, land surveyors or consulting firms

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, error or omission in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Railroad's Protective Bodily Injury Liability and Property Damage Liability Insurance:

In any case where contract involves work within fifty (50) feet of a railroad right-of-way, the contractor shall carry insurance for himself and insurance in the name of the Railroad Company in the amounts and under the terms specified in the special provisions for each contract.

4. **Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms. Waiver of subrogation to be included.

5. **Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waiver of subrogation shall be included.

6. **Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

7. **Owner's, Contractors Protective Liability:**

Insurance naming the City of Huntsville, Alabama as the Named Insured.

8. **Property Insurance:**

Builders Risk Coverage, Special Form (including earthquake, sinkhole, and flood unless waived by the City of Huntsville) with a limit of no less than 100% of the completed value. The City of Huntsville and the Contractor should be the Named Insured as their interests may appear in improvements, repairs, and additions. The coverage should extend to all materials relative to the Work wherever located and in transit. The deductible shall not exceed $10,000 per occurrence and shall be borne by the contractor. Higher deductibles for earthquake, sinkhole, and flood may be approved by the City of Huntsville on a case by case basis.

9. **Umbrella (Excess) Liability Insurance:**

B. **MINIMUM LIMITS OF INSURANCE:**

1. **General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

$2,000,000 General Aggregate Limit
$2,000,000 Products - Completed Operations Aggregate
$2,000,000 Personal & Advertising Injury
$2,000,000 Each Occurrence

2. **Professional Liability:**

Insurance may be made on a "claims-made" basis:

$500,000 Per Claim – Land Surveyors
$1,000,000 Per Claim – Other Professionals

3. **Railroads Protective:**

$500,000

4. **Automobile Liability:**

$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

5. **Workers' Compensation:**

As Required by the State of Alabama Statute

6. **Employers Liability:**

$500,000 Bodily Injury
$500,000 Policy Limit by Disease

7. **Owner's, Contractors, Protective:**

$1,000,000 Per Occurrence
$1,000,000 Aggregate

8. **Property Insurance:**

Limit equal to the completed value of the construction or renovation.

9. **Umbrella (Excess) Liability Insurance:**

a. For projects or contract values in excess of $5,000,000, Umbrella or Excess Liability Insurance is required in an amount of $4,000,000 per occurrence and $4,000,000 aggregate.

b. For projects with contract value in excess of $10,000,000 Umbrella or Excess Liability insurance is required in an amount of $10,000,000 per occurrence and $10,000,000 aggregate.

C. **OTHER INSURANCE PROVISIONS:**

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverages Only:**

a. The Owner, its agents and their officers, employees, representatives and specified volunteers are to be covered as Additional Insured's, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of the contractor and sub-contractor, if any, for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The

coverage shall contain no special limitations on the scope of protection afforded to the Owner, its agents and their officers, employees, representatives or specified volunteers. Waiver of subrogation shall be included.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its agents and their officers, employees, representatives, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the Owner, its agents and their officers, officials, employees, representatives or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the Owner b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers qualified to do business in the State of Alabama with an A. M. Best's rating of no less than **A- V.**

E. VERIFICATION OF COVERAGE:

The Owner and the City of Huntsville shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner and the City of Huntsville with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS WORKING FOR THE GENERAL CONTRACTOR, OR ARCHITECTS, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD:

The Contractor shall specifically include all subcontractors as insured's under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Contractor shall include all architects, engineers, land surveyors or consulting firms working for him as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors or consulting firms working for the Contractor shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

1. **Other Than Professional Liability Exposures:**

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify, hold harmless, and defend the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, costs, damages, losses and expenses, including but not limited to, attorney's fees, caused by, arising out of or resulting from or in connection with the performance of the work, provided that any such claim, costs, damage, loss of expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from and (2) is caused by, in whole or in part, any active or passive negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, sub consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. **Professional Liability:**

The Contractor agrees that as respects to negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the Owner, its agents and their officers, representatives, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the Contractor or any sub-consultants directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. **Indemnity:**

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE XIV
MISCELLANEOUS

14.1 GOVERNING LAW

14.1.1 The Contract shall be governed by the law of the place where the Project is located.

14.2 SUCCESSORS AND ASSIGNS

14.2.1 The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

14.3 WRITTEN NOTICE

14.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

14.4. RIGHTS AND REMEDIES

14.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

14.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

14.5 TESTS AND INSPECTIONS

14.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall coordinate for such tests, inspections and approvals with an independent testing laboratory or entity as contracted by the Owner or with the appropriate public authority. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded. The Owner will pay for the testing of concrete, soil, mechanical, air and hydronic test and balance. The Owner will test structural steel, frame welding bolted connections, and paint priming of all steel at the Owner's expense. All these tests by the Owner will be to the extent as required by the Contract Documents. The Contractor shall bear all related costs of all other testing, inspections and approval as required by the Contract Documents.

14.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 14.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice within twenty-four (24) hours to the Architect and to the Owner of when and where tests and inspections are to be made so the Architect may observe such procedures.

14.5.3 If such procedures for testing, inspection or approval under Subparagraphs 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architects, services and expenses.

14.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect and to the Owner.

14.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

14.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

14.6 EQUAL OPPORTUNITY

14.6.1 The Contractor shall maintain policies of employment as follows:

14.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

14.6.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin

14.7 SURETY BONDS

14.7.1 The Contractor shall furnish separate performance and payment bonds on the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

14.8 PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall be made available to the Owner or the Architect for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such other authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. Records relating to costs associated with Contract Modification Requests (Change Orders) shall be compiled and maintained on the basis of each request for a change or modification to the contract. These records shall be compiled so as to substantiate all costs and issues associated with each separate change or modification. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

14.9 ENTIRE AGREEMENT

14.9.1 This Agreement represents the entire agreement between the Owner and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.

14.10 DOMESTIC PREFERENCES

14.10.1 In the performance of this contract, the contractor shall comply with Ala. Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

14.11 DISPOSAL OF CONSTRUCTION DEBRIS AND WASTE

14.11.1 The Contractor shall dispose of all non-hazardous construction debris and waste at Solid Waste Disposal Authority of the City of Huntsville, Alabama. Any construction waste and debris not permitted to be disposed at the Solid Waste Disposal Authority shall be disposed at an alternate location selected by the Contractor.

14.12 SURVIVABILITY OF CONTRACT PROVISIONS

14.12.1 Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages, bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims and enforcement of the rights of the parties.

14.13 CONTRACTOR'S E-VERIFY CLAUSE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract: "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."

14.14 CERTIFICATE OF COMPLIANCE WITH ACT 2016-312 (Ala.Code (1975) Section 41-16-5 (b)

I, the undersigned, certify to the State of Alabama as follows:
a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312. b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*Signature: [signature]

*Name of Certifying Official (print): WILLIAM C DUNLAP JR

*Title: PRESIDENT

Date of Certification: JANUARY 15, 2026

The above Certification was signed in my presence by the person whose name appears above on this 15 day of JANUARY, 2026

[signature]
Signature of Witness

CAMERON B GRACE
Printed Name of Witness

CONTRACTOR

SEAL

WILLIAM C DUNLAP JR
By:

[signature]
(SIGNATURE)

JANUARY 15, 2026
(DATE OF EXECUTION)

OWNER

SEAL

Tommy Battle
By:

(SIGNATURE)

Tommy Battle, Mayor
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

(DATE OF EXECUTION)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle whose name as Mayor of The City of Huntsville, are 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, in his official capacity, executed the same with full authority for and as the act of said city on the day the same bears day.

GIVEN under my hand and official seal this the_____day of_____, 2026.

_____
Notary Public
My Commission Expires:
_____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that WILLIAM CUNLAP JR whose names as PRESIDENT of DUNLAP CONTRACTING INC, an Alabama corporation, 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, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 15 day of JANUARY, 2026.

Notary Public
My Commission Expires:
_____

STATE OF NOTARY PUBLIC ALABAMA
CAMERON BRADFORD GRACE
My Commission Expires
January 10, 2028

VON BRAUN CENTER
RENOVATIONS TO THE THEATER PLAYHOUSE
AT THE VON BRAUN CENTER PROJECT
BID FORM (Revised per Addendum No. 6)

TO: Procurement Services
City of Huntsville
305 Fountain Circle, 3rd Floor
Huntsville, Alabama 35801

Name: Dunlap Contracting, Inc

Address: PO Box 189

Laceys Spring, AL 35754

Telephone: 256-883-7134 Fax: 256-880-1542

We acknowledge receipt of the following addenda: 6

BASE BID $ 785,450.00

ALTERNATE 1 - THEATRICAL RIGGING REPAIRS $ 402,500.00

SALES TAX ACCOUNTING: Pursuant to Act 2013-205, Section 1 (g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

AMOUNT	ESTIMATED SALES TAX
BASE BID	$ 12,564

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Signature of Bidder

William C. Dunlap, Jr
Print or Type Name of Bidder

Seal:

Dunlap Contracting, Inc
Legal Name of Firm

PO Box 189
Mailing Address

Laceys Spring AL 35754
City State Zip Code

(256) 883-7134
Telephone Number of Bidder

Note: If hand-delivering (submitting) a bid packet on the scheduled bid opening date as specified on the cover pager and your arrival time to City Hall – 305 Fountain Circle, Huntsville, Alabama 35801 is 1:45:00PM CST or after, go directly to the Council Chambers located on the 2nd floor to submit your bid proposal to Procurement Services.

CITY OF HUNTSVILLE, ALABAMA
PROPOSER INFORMATION & ACKNOWLEDGEMENTS

1. PROPOSER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Dunlap Contracting, Inc

Doing-Business-As Name of Proposer:

Principal Office Address:

PO Box 189 (1804 Hwy 231)

Laceys Spring, AL 35754

Telephone Number: 256-883-7134

Fax Number: 256-880-1542

Form of Business Entity [check one ("X"]

Corporation	[X]
Partnership	
Individual	[ ]
Joint Venture	
Other (describe):	[ ]

Corporation Statement

If a corporation, answer the following:

Date of incorporation: August 12, 1999
Location of incorporation:
The corporation is held: Publicly [ ] Privately [✓]

Names and titles of corporate officers:
William C Dunlap Jr - President, Sonya R Dunlap - VP

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ☐ Limited ☐

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ◯ No ◯

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes _____ No X____
If "Yes," Department _____

Member of Household City Employee Yes _____ No X____
If "Yes," Name (s) _____

Anyone associated with your
company a City Employee Yes _____ No X____
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or

employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"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."

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder 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.

I affirm that I understand and agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Signature of Proposer

William C. Dunlap, Jr
Print or Type Name of Proposer

January 13, 2026
Date

Dunlap Contracting, Inc
Legal Name of Firm

PO Box 189
Mailing Address

Laceys Spring AL 35754
City State Zip Code

256-883-7134 256-880-1542
Phone Fax

cameron@dunlapcontracting.com
Email Address

www.dunlapcontracting.com
Website Address

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Dunlap Contracting, Inc
- City of Huntsville current taxpayer identification number (if available): 29428
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (*check appropriate box*)	**Entity I. D. Number & Applicable State**
❑ Individual or Sole Proprietorship	**Not Applicable**
❑ General Partnership	**Not Applicable**
❑ Limited Partnership (LP)	Number & State:
❑ Limited Liability Partnership (LLP)	Number & State:
❑ Limited Liability Company (LLC) (Single Member)	Number & State:
❑ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: 201-614 Alabama
❑ Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: William C. Dunlap Title (if applicable): President

Type or legibly write name: William C. Dunlap, Jr Date: January 13, 2026

CITY OF HUNTSVILLE
GENERAL TERMS AND CONDITIONS

Revised 5/8/2024
PLEASE READ AND SIGN ACKNOWLEDGEMENT

1. BID OPENINGS: All Bid Openings are open to the public and will be held in the City Council Chambers located on the second floor of Huntsville City Hall, 305 Fountain Circle, Huntsville, Alabama.

2. SUBMISSION OF BIDS: Complete, sealed bids must be clearly marked with the IFB # and received by Procurement Services no later than 2:00:00 PM City time on the bid closing date specified on the cover of this IFB. For the purposes of receiving Bids, the clock located in the City Council Chambers at 305 Fountain Circle, Huntsville, Alabama 35801, regulated by the National Institute for Standards and Technology (NIST), shall be the official record of time.

3. LATE BIDS: The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the bid response to the City's Procurement Services office by the 2:00:00 PM local time deadline stated in the bid request. Any bid received after the opening date and time will not be considered.

4. PRE-BID CONFERENCES: A Pre-Bid Conference may be scheduled in the bid documents to review and answer any pertinent questions concerning the bid and the specifications.

5. QUESTIONS: Any questions or requests for clarification must be addressed at a Pre-Bid Conference, if scheduled, or submitted in writing no less than five (5) business days prior to the date for receipt of bid responses.

6. ADDENDA: Any material interpretation of specifications or other bid documents, as determined by the City, will be expressed in the form of an addenda issued by the Procurement Services Division of the Finance Department. No notification will be sent regarding the issuance of addenda; therefore, it is the responsibility of the bidder to periodically check the City's website for any addenda posted and acknowledge receipt of such in their bid response. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees or representatives, unless such clarification or change is provided to bidders in written addendum form from Procurement Services.

7. SPECIFICATIONS: The specifications are provided to potential bidders as guidelines that describe the type and quality of commodity or service the City is seeking to procure. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

   The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the bidder to the specified brand, make, manufacturer or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by the City. Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary.

   It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal form, in which case, the bidder shall point out in detail any and all deviations from the specifications. Bidders having items that do not meet the specifications may offer the same on an optional basis. Minor exceptions from the specifications may be considered if they do not alter the performance for the intended purpose. The City reserves the right to request a demonstration of any and all items bid before making the award. The City may also include a process in the bid document to pre-approve equal products.

   All items bid will be inspected by a representative of the City upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.

8. NEW EQUIPMENT: All manufactured commodities shall be new, latest model unless otherwise stipulated. The bidder shall guarantee that commodities submitted for their bid shall be new, and of the latest and most improved model of the current production and shall be of first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstrators will not be accepted unless specifically requested.

9. RESPONSIVE BIDS: Each bid must be submitted in duplicate in a sealed envelope with the IFB/RFP number, the opening date, and General Contractor's License number clearly noted. Notations stating an amount of any increases or decreases to the bid pricing is acceptable on the outside of the envelope as long as the actual bid price is not revealed. Such notations should be initialed by the preparer. **For your convenience, mailing labels for our physical location and mailing address are provided with this document.** All bidders must use our bid form and follow all instructions in submitting a response. All bids shall be typewritten or in ink on the form(s) prepared by the City. Bids prepared in pencil will not be accepted. All corrections shall be initialed and dated by the person authorized to sign bids. All bids must be signed by officials of the corporation or company duly authorized to bind the company. Any bid submitted without being signed will automatically be rejected.

10. RESPONSIBLE BIDDERS: The City shall take reasonable measures to determine bidder capability, business integrity, financial resources, and reliability in all respects to perform fully the contract requirements and insure good faith performance prior to contract award and during the term of the contract. At reasonable times, the City may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the City makes such an inspection, the contractor must provide reasonable assistance. The City reserves the right to inspect on demand and without notice all of the vendors files associated with a subsequent contract where payments are based on contractor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the contract.

11. BID PRICING: Prices quoted shall be delivered prices, F.O.B. DESTINATION. The City will assume no transportation or handling charges other than specified in the bid. General Contractors are responsible for paying all applicable taxes on materials used for this job. Prices quoted to the City shall remain firm for a minimum of 45 days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies in the bid pricing form, the written words prevail.

12. LOCAL PREFERENCE: Not applicable.

13. PRICE REDUCTIONS: Not applicable.

14. DELIVERY/COMPLETION SCHEDULE: In accordance with the bid documents.

15. WARRANTY: The successful contractor shall assume full responsibility for warranty of all components of any installed equipment. The manufacturer's standard warranty shall be furnished at project closeout.

16. BID REJECTION: Bidders may be disqualified, and rejection of bids may be recommended for any of (but not limited to) the following causes:

    a. Failure to use the bid forms furnished by the City
    b. Lack of signature by an authorized representative on the bid form
    c. Failure to properly complete the bid form and vendor compliance
    d. Evidence of collusion among bidders.
    e. Unauthorized alteration of the bid form.
    f. Failure to submit a Bid Bond.
    g. Failure to note the General Contractor's license number or note that the bid amount is less than $50,000.
    h. UNBALANCED BID: The City may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or between the basic scope of work, alternates or options. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

17. BID AWARDS: The City reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, readvertise and/or take such other steps decreed necessary and in the best interest of the City.

    All bids will be awarded to the lowest responsive and responsible bidder. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

    Written notification of award will be mailed the successful bidder upon approval of the Huntsville City Council. All other bidders will also be notified by mail and Bid Bonds will be returned at that time. The notice to proceed will be issued upon receipt of performance and payment bonds and certificates of insurance naming the City as additionally insured.

18. CONTRACT ASSIGNMENT AND SUBLETTING: The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation without the previous written consent of the city. If the contractor desires to assign his or her right to payment of the contract, the contractor shall notify the city immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the contractor of his or her obligations or change the terms of the contract.

19. CONTRACT TERM: In accordance with the final contract.

20. INSURANCE REQUIREMENTS: The bid documents will state the applicable insurance requirements.

21. NON-APPROPRIATION: The City assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

22. TERMINATION: In accordance with the final contract.

23. HOLD HARMLESS: The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this

contract.

24. EQUAL OPPORTUNITY: The City has an **Equal Opportunity Purchasing Policy** and proactively encourages utilization of minority business enterprise in our procurement activities. The City provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

25. ADA: The vendor/bidder/contractor agrees to comply fully with the Americans With Disabilities Act and will indemnify and hold harmless the City from all costs, including but not limited to damages as well as attorney's fees and staff time, in any action or proceeding brought alleging a violation of the American With Disabilities Act.

26. PUBLIC RECORDS: The City is governed by the public records laws of the **Code of Alabama -Title 41, Sec. 13.**

27. GOVERNING LAW: All contracts entered into as a result of this solicitation shall be governed by and construed in accordance with the substantive laws of the State of Alabama.

28. ORDER OF PRECEDENCE: Any provisions, made in the Invitation for Bids, supersede any provisions outlined herein the General Terms and Conditions.

29. E-VERIFY: The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

    During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

    Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

    "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."

SUBMIT THIS ACKNOWLEDGEMENT WITH YOUR BID RESPONSE.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE CITY OF HUNTSVILLE'S GENERAL TERMS AND CONDITIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION. UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEM ON THIS BID UNDER ANY CIRCUMSTANCES. I ALSO UNDERSTAND THAT THE GENERAL TERMS & CONDITIONS ARE STANDARD AND THAT ANY CONTRADICTING REQUIREMENTS OF THE IFB OR RFP SUPERCEDE.

William C. Dunlap, Jr

Name of Bidder (typed or printed)



Signature of Bidder

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-69

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and the Boys & Girls Clubs of North Alabama, Inc. for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 50,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: City Wide
District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments: Agreement with the Boys & Girls Club to use CDBG funds for the administrative salaries of personnel responsible for overseeing the education, preventative, leadership, recreational, and organized sports program.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6451

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and the Boys & Girls Clubs of North Alabama, Inc. for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 50,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: City Wide
District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments: Agreement with the Boys & Girls Club to use CDBG funds for the administrative salaries of personnel responsible for overseeing the education, preventative, leadership, recreational, and organized sports program.

RESOLUTION NO. 26 – ____

WHEREAS, the City of Huntsville, Alabama received a grant under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development, herein after referred to as HUD, known as Grant No. B-25-MC-01-0005; and

WHEREAS, the City desires to pass along a portion of the funds from Grant No. B-25-MC-01-0005 to Boys & Girls Clubs of North Alabama, Inc. in accordance with the terms of the said grant; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested, and directed to enter into an agreement with Boys & Girls Clubs of North Alabama, Inc. said contract being substantially similar in words and figures to that document identified as "Agreement Between the City of Huntsville, Alabama and Boys & Girls Clubs of North Alabama, Inc.," consisting of twenty-three (23) pages, with the signature of the Council President or President Pro Tem, and the date January 22, 2026 on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

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STATE OF ALABAMA)

COUNTY OF MADISON)

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND BOYS & GIRLS CLUBS OF NORTH ALABAMA, INC."

THIS AGREEMENT, entered into this the 22nd day of January, 2026 between the City of Huntsville Alabama, hereinafter referred to as the Grantee, and Boys & Girls Clubs of North Alabama, Inc., hereinafter referred to as the Subrecipient.

WHEREAS, the Grantee has received grant funds, known as Grant No. B-25-MC-01-0005 from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

(A). Activities

The Subrecipient will be responsible for administering the CDBG 2025 Educational, Preventive, Leadership, Recreational and Organized Sports Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1: Subrecipient will operate educational, preventive, leadership, recreational and organized sports programs for the youth at the following locations: James A. Lane Center located at 103 Abingdon Avenue, Calvalry Club located at 2901 Fairbanks Street, Seminole Club located at 125 Earl Street SW, and Corporate Headquarters located at 3911 Pulaski Pike NW.

President of the City Council
City of Huntsville, Alabama
Date: January 22, 2026

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General Administration

CDBG funds will be used to pay for administrative salaries of personnel that oversee the Educational, Preventive, Leadership, Recreational and Organized Sports Program. The Subrecipient shall provide for the administration of the program for the term of this agreement.

(B). National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the Low Mod Limited Clientele National Objective benefiting families, individuals, and the community by increasing the quality of life for all young people, especially those of low to moderate income, to realize their full potential as productive, responsible, and caring citizens.

(C). Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity (ies)	Total Individuals
Subrecipient will operate educational, preventive, leadership, recreational and organized sports programs for the youth at the following locations: James A. Lane Center located at 103 Abingdon Avenue, Southwest Club located at McDonnell Elementary School 4010 Binderton Place, Seminole Club located at 2201 Clinton Avenue and corporate headquarters located at 203 East Side Square.	300-500

Documentation must be provided to show that participants reside in the City of Huntsville, Alabama.

(D). Staffing

Staffing consists of a Director, Program Administrator and Caseworkers used to assess the property and clients' needs.

(E). Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. The Subrecipient is required to submit monthly and annual performance reports as provided by the Grantee. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard

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performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on July 1, 2025 and end on June 1, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

III. BUDGET

COST DIVISION	AMOUNT
Administrative Salaries	$ 50,000.00
TOTAL:	**$ 50,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Both the Grantee and the Subrecipient must approve any amendments to the budget in writing.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$50,000.00** for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance. Payments are made on a reimbursement basis and the Subrecipient shall not receive any fund advances.

Payments will be made contingent upon the receipt of a monthly performance report and may also be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.305. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

V. NOTICES

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

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

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GRANTEE
City of Huntsville Department of Community Development
305 Fountain Circle
Huntsville, AL 35801
256-427-5400 (Office)

SUBRECIPIENT
Patrick Wynn, President/CPO
Boys & Girls Clubs of North Alabama, Inc.
203 East Side Square
Huntsville, AL 35801
Office 256-534-6060

VI. GENERAL CONDITIONS

(A). General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

(B). "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

(C). Hold Harmless

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

(D). Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

(E). Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

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The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.427 and 200.447, Bonding and Insurance.

(F). Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

(G). Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

(H). Suspension or Termination

In accordance with 2 CFR Part 200.338 – 200.342, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

iii. Failure of the Subrecipient to submit monthly performance reports;

iv. Ineffective or improper use of funds provided under this Agreement; or

v. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Appendix II, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the

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reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

(A). Financial Management

i. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR part 200 Appendix IV, "Cost Principles for Non-Profit Organizations," or 2 CFR Part 200 Appendix III, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(B). Documentation and Record Keeping

i. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(f) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.333; and

(g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

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ii. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

iv. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

v. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds.

vi. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of

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future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200.333.

(C). Reporting and Payment Procedures

i. Program Income

The Subrecipient shall not retain any Program Income.

ii. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

iii. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Payments are made as a reimbursement to the Subrecipient; no grant funds advances are allowable.

iv. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

(D). Procurement

i. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

ii. Standards

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The Subrecipient shall procure services and materials in accordance with the requirements 2 CFR Part 200.317 – 200.326. Copies of said regulations are provided and by execution of this Agreement, the Subrecipient acknowledges their receipt.

iii. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

iv. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.310 – 200.316 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

(a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination

(b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

(c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at

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49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

(A). Civil Rights

i. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in the City of Falls Church Administrative Regulation (AR 8-7). In addition, the Subrecipient agrees to comply with 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits

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discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(B). Affirmative Action

i. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

ii. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

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vi. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

(C). Employment Restrictions

i. Prohibited Activity

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

ii. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. "Section 3" Clause

(a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient

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and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapa exists that would prevent compliance with these requirements.

(b) Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(c) Subcontracts

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The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(D). Conduct

i. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

ii. Subcontracts

(a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such an agreement.

(b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

iii. Hatch Act

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The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200.112 and 570.611, which include (but are not limited to) the following:

(a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

v. Lobbying

The Subrecipient hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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(c) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

(d) Lobbying Certification

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, U.S.C. 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.

vi. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

(A). Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

(B). Flood Disaster Protection

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In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(C). Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

(D). Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.
In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. POLICY REQUIREMENTS

(A). Prohibited Uses of Funds related to Gender Ideology

The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government. The Subrecipient further understands and agrees to comply with all requirements and definitions set forth in E.O. 14168 as they relate to the use of these federal funds.

(B). Compliance with Federal Anti-Discrimination Laws

i. Materiality to Payment

The Subrecipient acknowledges that compliance with applicable Federal anti-discrimination laws is material to payment decisions under the False Claims Act.

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ii. Certification of Programs

The Subrecipient certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate Federal anti-discrimination laws, and this certification is a material representation relied upon by the Grantee.

iii. Enforcement and False Claims Act

The Subrecipient understands that a false certification may result in civil or criminal penalties under the False Claims Act, including treble damages.

iv. Flow-Down Requirement

The Subrecipient must include these provisions in all related sub-agreements, making them binding on subsequent sub-tier recipients.

(C). Certifications and Assurances

i. Anti-Discrimination

The Subrecipient certifies that it does not operate any programs that violate any applicable federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

ii. Scope of Compliance

This certification applies to all of the Subrecipient's operations, regardless of whether a specific program is federally funded, in accordance with the Civil Rights Restoration Act of 1987.

iii. Continued Compliance

The Subrecipient shall immediately notify Grantee if it becomes the subject of a federal civil rights investigation or if a court of law finds it in violation of any anti-discrimination statutes.

(D). Restriction on Use of Funds for Elective Abortions

The Subrecipient shall not use any grant funds provided under this Agreement to fund, perform, or promote elective abortions, as required by Executive Order 14182, "Enforcing the Hyde Amendment" (January 24, 2025). This restriction applies to all direct and indirect expenditures, except in cases of rape, incest, or where a physician certifies the abortion is necessary to save the woman's life.

(E). Compliance with Executive Orders and Federal Law

"Notwithstanding any language to the contrary in the Federal Award, the Notice of Funding Opportunity (NOFO), or the Subrecipient's Application, this Subaward shall not be governed by

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Executive Orders revoked by Executive Order 14154 (issued January 20, 2025), including but not limited to Executive Order 14008. Furthermore, any requirements within the NOFO or Federal Award that implement revoked Executive Orders are hereby deemed inapplicable to this Subaward."

(F). Compliance with PRWORA for Nonprofit Subrecipients

i. Statutory Exemption

Pursuant to 8 U.S.C. § 1642(d), the Subrecipient, as a nonprofit charitable organization, is exempt from the requirement to determine, verify, or require proof of an applicant's immigration status for the provision of Federal public benefits.

ii. Voluntary Verification

Notwithstanding this exemption, nothing in this agreement prohibits the Subrecipient from conducting such verifications voluntarily to ensure program integrity.

iii. Adherence to Eligibility Standards

The Subrecipient remains responsible for ensuring that the Federal funds provided under this award are used in accordance with all applicable Federal statutes, including restrictions on the provision of benefits to non-qualified aliens, even if formal verification is not mandated.

iv. Reporting and Monitoring

The Subrecipient shall cooperate with the Grantee's monitoring efforts to ensure overall program compliance with federal award terms and conditions.

(G). Immigration Compliance

The Subrecipient certifies and agrees that it shall not use any funding provided under this Agreement in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation. This includes, but is not limited to, maintaining any policy or practice that materially impedes the enforcement of federal immigration statutes and regulations.

(H). Compliance with Immigration Status Verification Requirements

i. Verification of Benefit Eligibility

The Subrecipient (Non-Profit Organization) shall ensure that any Federal public benefit provided under this Agreement is distributed only to eligible individuals. In accordance with federal law, the subrecipient must use the Systematic Alien Verification for Entitlements (SAVE) program, or an equivalent verification system approved by the federal government, to verify the immigration status of applicants. This system must be utilized to prevent the provision of

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benefits to any ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

ii. Administrative Responsibility

The subrecipient is responsible for registering for SAVE through USCIS and maintaining all necessary records to demonstrate compliance with these verification requirements during the term of this contract.

(I). Participation of Faith-Based Organizations

The Grantee shall ensure that faith-based organizations are eligible to be subrecipients on the same basis as any other organization. In the selection of subrecipients, the Grantee shall not discriminate against an organization based on its religious character, affiliation, or exercise. All subawards shall be made on the basis of merit, free from political or religious interference.

Provisions in 2 CFR § 200:

i. Prohibition on Inherently Religious Activities

Funds must not be used for "explicitly religious activities" such as worship, religious instruction, or proselytization.

ii. Separation of Programs

Any such religious activities must be offered separately in time or location from the programs funded by the grant.

iii. Voluntary Participation

Participation in any religious activities by beneficiaries must be strictly voluntary; they cannot be a condition for receiving services.

iv. Retention of Religious Identity

Explicitly state that the FBO retains its independence and authority over internal governance, including the right to use religious terms in its name and select board members on a religious basis.

XII. PROGRAM-SPECIFIC REQUIREMENTS

(A). Environmental Review

Environmental Review. The Grantee agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act

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of 1974 and published in 24 C.F.R. part 58; except that if the Grantee is a state, the Grantee must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

(B). Public Use

The Grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater- related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

(C). Prohibition on Selling, Trading, and Transferring Funds

The Subrecipient or Grantee may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

(D). Construction of Water and Sewer Facilities

Notwithstanding any other provision of this agreement, the Grantee may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

(E). Funds for For-Profit Entities

Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.

(F). Violence Against Women Act

The Subrecipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

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XIII. SEVERABILITY

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

XIV. SECTION HEADINGS AND SUBHEADINGS

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

XV. WAIVER

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

XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, or oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, standing, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

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IN WITNESS THEREOF, the Grantee and the Subrecipient have executed this Agreement on this the 22nd day of January, 2026.

THE CITY OF HUNTSVILLE

Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

BOYS & GIRLS CLUBS OF NORTH ALABAMA, INC.

By: DocuSigned by: 90DAD0ACEEF4461...

Its Authorizing Official

ATTEST:

DocuSigned by: E145416DCFF84DB...

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-70

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Christmas Charities Year Round, Inc. for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 30,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: City Wide
District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments: Agreement with Christmas Charities Year Round to use CDBG funds to pay for administrative salaries of personnel overseeing the Community Durable Medical Equipment Access Initiative.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6452

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Christmas Charities Year Round, Inc. for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 30,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: City Wide
District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments: Agreement with Christmas Charities Year Round to use CDBG funds to pay for administrative salaries of personnel overseeing the Community Durable Medical Equipment Access Initiative.

RESOLUTION NO. 26 – ____

WHEREAS, the City of Huntsville, Alabama received a grant under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development, herein after referred to as HUD, known as Grant No. B-25-MC-01-0005; and

WHEREAS, the City desires to pass along a portion of the funds from Grant No. B-25-MC-01-0005 to Christmas Charities Year Round, Inc. in accordance with the terms of the said grant; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested, and directed to enter into an agreement with Christmas Charities Year Round, Inc. said contract being substantially similar in words and figures to that document identified as "Agreement Between the City of Huntsville, Alabama and Christmas Charities Year Round, Inc.," consisting of twenty-two (22) pages, with the signature of the Council President or President Pro Tem, and the date January 22, 2026 on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

Docusign Envelope ID: C1BCFCC2-F14B-4E5F-B71E-DD2FF2E9BB54

STATE OF ALABAMA)

COUNTY OF MADISON)

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND CHRISTMAS CHARITIES YEAR ROUND, INC."

THIS AGREEMENT, entered into this the 22nd day of January, 2026 between the City of Huntsville, Alabama, hereinafter referred to as the Grantee, and Christmas Charities Year Round, Inc., hereinafter referred to as the Subrecipient.

WHEREAS, the Grantee has received grant funds, known as Grant No. B-25-MC-01-0005 from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

(A). Activities

The Subrecipient will be responsible for administering the CDBG 2025 Community Durable Medical Equipment Access Initiative in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1: Subrecipient will operate the Community Durable Medical Equipment Access Initiative which will provide access to free medical equipment to low- to moderate-income individuals and families.

General Administration

CDBG funds will be used to pay for administrative salaries of personnel that oversee the Community Durable Medical Equipment Access Initiative. The Subrecipient shall provide for the administration of the program for the term of this agreement.

President of the City Council
City of Huntsville, Alabama
Date: January 22, 2026

Docusign Envelope ID: C1BCFCC2-F14B-4E5F-B71E-DD2FF2E9BB54

(B). National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the Low Mod Limited Clientele National Objective benefiting families, individuals, and the community with increasing the quality for youth, through educational and mentoring programs.

(C). Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity (ies)	Total Individuals
Subrecipient will assist low- to moderate-income individuals and families with clothing needs.	350-450

Documentation must be provided to show that participants reside in the City of Huntsville, Alabama.

(D). Staffing

Staffing consists of an Executive Director, Program Administrator and Caseworkers used to assess the property and clients' needs.

(E). Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. The Subrecipient is required to submit monthly and annual performance reports as provided by the Grantee. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on July 1, 2025 and end on June 1, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

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III. BUDGET

COST DIVISION	AMOUNT
Administrative Salaries	$ 30,000.00
TOTAL:	**$ 30,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Both the Grantee and the Subrecipient must approve any amendments to the budget in writing.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$30,000.00** for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance. Payments are made on a reimbursement basis and the Subrecipient shall not receive any fund advances.

Payments will be made contingent upon the receipt of a monthly performance report and may also be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.305. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

V. NOTICES

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

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

GRANTEE
City of Huntsville Department of Community Development
305 Fountain Circle
Huntsville, AL 35801
256-427-5400 (Office)

SUBRECIPIENT
Christmas Charities Year Round, Inc.
1035 Putman Drive NW
Huntsville, Alabama 35816
Phone: 256-533-3391

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VI. GENERAL CONDITIONS

(A). General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

(B). "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

(C). Hold Harmless

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

(D). Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

(E). Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.427 and 200.447, Bonding and Insurance.

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(F). Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

(G). Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

(H). Suspension or Termination

In accordance with 2 CFR Part 200.338 – 200.342, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

iii. Failure of the Subrecipient to submit monthly performance reports;

iv. Ineffective or improper use of funds provided under this Agreement; or

v. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Appendix II, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines

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that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

(A). Financial Management

i. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR part 200 Appendix IV, "Cost Principles for Non-Profit Organizations," or 2 CFR Part 200 Appendix III, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(B). Documentation and Record Keeping

i. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(f) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.333; and

(g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

ii. Retention

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The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

iv. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

v. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds.

vi. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200.333.

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(C). Reporting and Payment Procedures

i. Program Income

The Subrecipient shall not retain any Program Income.

ii. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

iii. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Payments are made as a reimbursement to the Subrecipient; no grant funds advances are allowable.

iv. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

(D). Procurement

i. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

ii. Standards

The Subrecipient shall procure services and materials in accordance with the requirements 2 CFR Part 200.317 – 200.326. Copies of said regulations are provided and by execution of this Agreement, the Subrecipient acknowledges their receipt.

iii. Travel

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The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

iv. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.310 – 200.316 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

(a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

(c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

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IX. PERSONNEL AND PARTICIPANT CONDITIONS

(A). Civil Rights

i. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders. In addition, the Subrecipient agrees to comply with 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(B). Affirmative Action

i. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

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ii. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

vi. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors

(C). Employment Restrictions

i. Prohibited Activity

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

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ii. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. "Section 3" Clause

(a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:
"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection

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with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

(b) Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(c) Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(D). Conduct

i. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

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ii. Subcontracts

(a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

(b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

iii. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200.112 and 570.611, which include (but are not limited to) the following:

(a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

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(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

v. Lobbying

The Subrecipient hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

(d) Lobbying Certification

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, U.S.C. 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.

vi. Copyright

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If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

(A). Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

(B). Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(C). Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures

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may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

(D). Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.
In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. POLICY REQUIREMENTS

(A). Prohibited Uses of Funds related to Gender Ideology

The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government. The Subrecipient further understands and agrees to comply with all requirements and definitions set forth in E.O. 14168 as they relate to the use of these federal funds.

(B). Compliance with Federal Anti-Discrimination Laws

i. Materiality to Payment

The Subrecipient acknowledges that compliance with applicable Federal anti-discrimination laws is material to payment decisions under the False Claims Act.

ii. Certification of Programs

The Subrecipient certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate Federal anti-discrimination laws, and this certification is a material representation relied upon by the Grantee.

iii. Enforcement and False Claims Act

The Subrecipient understands that a false certification may result in civil or criminal penalties under the False Claims Act, including treble damages.

iv. Flow-Down Requirement

The Subrecipient must include these provisions in all related sub-agreements, making them binding on subsequent sub-tier recipients.

(C). Certifications and Assurances

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i. Anti-Discrimination

The Subrecipient certifies that it does not operate any programs that violate any applicable federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

ii. Scope of Compliance

This certification applies to all of the Subrecipient's operations, regardless of whether a specific program is federally funded, in accordance with the Civil Rights Restoration Act of 1987.

iii. Continued Compliance

The Subrecipient shall immediately notify Grantee if it becomes the subject of a federal civil rights investigation or if a court of law finds it in violation of any anti-discrimination statutes.

(D). Restriction on Use of Funds for Elective Abortions

The Subrecipient shall not use any grant funds provided under this Agreement to fund, perform, or promote elective abortions, as required by Executive Order 14182, "Enforcing the Hyde Amendment" (January 24, 2025). This restriction applies to all direct and indirect expenditures, except in cases of rape, incest, or where a physician certifies the abortion is necessary to save the woman's life.

(E). Compliance with Executive Orders and Federal Law

"Notwithstanding any language to the contrary in the Federal Award, the Notice of Funding Opportunity (NOFO), or the Subrecipient's Application, this Subaward shall not be governed by Executive Orders revoked by Executive Order 14154 (issued January 20, 2025), including but not limited to Executive Order 14008. Furthermore, any requirements within the NOFO or Federal Award that implement revoked Executive Orders are hereby deemed inapplicable to this Subaward."

(F). Compliance with PRWORA for Nonprofit Subrecipients

i. Statutory Exemption

Pursuant to 8 U.S.C. § 1642(d), the Subrecipient, as a nonprofit charitable organization, is exempt from the requirement to determine, verify, or require proof of an applicant's immigration status for the provision of Federal public benefits.

ii. Voluntary Verification

Notwithstanding this exemption, nothing in this agreement prohibits the Subrecipient from conducting such verifications voluntarily to ensure program integrity.

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iii. Adherence to Eligibility Standards

The Subrecipient remains responsible for ensuring that the Federal funds provided under this award are used in accordance with all applicable Federal statutes, including restrictions on the provision of benefits to non-qualified aliens, even if formal verification is not mandated.

iv. Reporting and Monitoring

The Subrecipient shall cooperate with the Grantee's monitoring efforts to ensure overall program compliance with federal award terms and conditions.

(G). Immigration Compliance

The Subrecipient certifies and agrees that it shall not use any funding provided under this Agreement in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation. This includes, but is not limited to, maintaining any policy or practice that materially impedes the enforcement of federal immigration statutes and regulations.

(H). Compliance with Immigration Status Verification Requirements

i. Verification of Benefit Eligibility

The Subrecipient (Non-Profit Organization) shall ensure that any Federal public benefit provided under this Agreement is distributed only to eligible individuals. In accordance with federal law, the subrecipient must use the Systematic Alien Verification for Entitlements (SAVE) program, or an equivalent verification system approved by the federal government, to verify the immigration status of applicants. This system must be utilized to prevent the provision of benefits to any ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

ii. Administrative Responsibility

The subrecipient is responsible for registering for SAVE through USCIS and maintaining all necessary records to demonstrate compliance with these verification requirements during the term of this contract.

(I). Participation of Faith-Based Organizations

The Grantee shall ensure that faith-based organizations are eligible to be subrecipients on the same basis as any other organization. In the selection of subrecipients, the Grantee shall not discriminate against an organization based on its religious character, affiliation, or exercise. All subawards shall be made on the basis of merit, free from political or religious interference.

Provisions in 2 CFR § 200:

i. Prohibition on Inherently Religious Activities

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Funds must not be used for "explicitly religious activities" such as worship, religious instruction, or proselytization.

ii. Separation of Programs

Any such religious activities must be offered separately in time or location from the programs funded by the grant.

iii. Voluntary Participation

Participation in any religious activities by beneficiaries must be strictly voluntary; they cannot be a condition for receiving services.

iv. Retention of Religious Identity

Explicitly state that the FBO retains its independence and authority over internal governance, including the right to use religious terms in its name and select board members on a religious basis.

XII. PROGRAM-SPECIFIC REQUIREMENTS

(A). Environmental Review

Environmental Review. The Grantee agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Grantee is a state, the Grantee must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

(B). Public Use

The Grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater- related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

(C). Prohibition on Selling, Trading, and Transferring Funds

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The Subrecipient or Grantee may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

(D). Construction of Water and Sewer Facilities

Notwithstanding any other provision of this agreement, the Grantee may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

(E). Funds for For-Profit Entities

Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.

(F). Violence Against Women Act

The Subrecipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

XIII. SEVERABILITY

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

XIV. SECTION HEADINGS AND SUBHEADINGS

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

XV. WAIVER

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

XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

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communications and proposals, whether electronic, or oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, standing, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS THEREOF, the Grantee and the Subrecipient have executed this Agreement on this the 22nd day of January, 2026.

THE CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

CHRISTMAS CHARITIES YEAR ROUND, INC.

By: Signed by: Deanna Douglass EBB00D0671E54AA...
Its Authorizing Official

ATTEST:

Signed by: Joyce Davis 0EE66334298A4F9...

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-71

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and the Community Free Dental Clinic, Inc. for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 35,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: 2341 Whitesburg Drive, Huntsville, AL 35801
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: Agreement with the Community Free Dental Clinic to use CDBG funds to pay for the administrative salaries of personnel overseeing the dental care and oral health education program.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6453

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and the Community Free Dental Clinic, Inc. for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 35,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: 2341 Whitesburg Drive, Huntsville, AL 35801
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: Agreement with the Community Free Dental Clinic to use CDBG funds to pay for the administrative salaries of personnel overseeing the dental care and oral health education program.

RESOLUTION NO. 26 – ____

WHEREAS, the City of Huntsville, Alabama received a grant under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development, herein after referred to as HUD, known as Grant No. B-25-MC-01-0005; and

WHEREAS, the City desires to pass along a portion of the funds from Grant No. B-25-MC-01-0005 to Community Free Dental Clinic, Inc. in accordance with the terms of the said grant; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested, and directed to enter into an agreement with Community Free Dental Clinic, Inc. said contract being substantially similar in words and figures to that document identified as "Agreement Between the City of Huntsville, Alabama and Community Free Dental Clinic, Inc.," consisting of twenty-two (22) pages, with the signature of the Council President or President Pro Tem, and the date January 22, 2026 on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

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STATE OF ALABAMA)

COUNTY OF MADISON)

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND COMMUNITY FREE DENTAL CLINIC, INC."

THIS AGREEMENT, entered into this the 22nd day of January, 2026 between the City of Huntsville, Alabama, hereinafter referred to as the Grantee, and Community Free Dental Clinic, Inc., hereinafter referred to as the Subrecipient.

WHEREAS, the Grantee has received grant funds, known as Grant No. B-25-MC-01-0005 from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

(A). Activities

The Subrecipient will be responsible for administering the CDBG 2025 Community Free Dental Clinic in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1: Subrecipient will provide free dental care and oral health education to low- to moderate-income populations.

General Administration

CDBG funds will be used to pay for administrative salaries of personnel that oversee the Community Free Dental Clinic. The Subrecipient shall provide for the administration of the program for the term of this agreement.

President of the City Council
City of Huntsville, Alabama
Date: January 22, 2026

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(B). National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the Low Mod Limited Clientele National Objective benefiting families, individuals, and the community with increasing the quality for youth, through educational and mentoring programs.

(C). Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity (ies)	Total Individuals
Subrecipient will provide low- to moderate-income individuals and families with dental care and oral education.	1500

Documentation must be provided to show that participants reside in the City of Huntsville, Alabama.

(D). Staffing

Staffing consists of an Executive Director, Program Administrator and Caseworkers used to assess the property and clients' needs.

(E). Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. The Subrecipient is required to submit monthly and annual performance reports as provided by the Grantee. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on July 1, 2025 and end on June 1, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

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III. BUDGET

COST DIVISION	AMOUNT
Operating Costs	$ 0
Administrative Salaries	$ 35,000.00
Professional Services	$ 0
TOTAL:	**$ 35,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Both the Grantee and the Subrecipient must approve any amendments to the budget in writing.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$35,000.00** for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance. Payments are made on a reimbursement basis and the Subrecipient shall not receive any fund advances.

Payments will be made contingent upon the receipt of a monthly performance report and may also be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.305. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

V. NOTICES

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

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

GRANTEE
City of Huntsville Department of Community Development
305 Fountain Circle
Huntsville, AL 35801
256-427-5400 (Office)

SUBRECIPIENT
Community Free Dental Clinic, Inc.
2341 Whitesburg Drive
Huntsville, Alabama 35801
Phone: 256-508-6788

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VI. GENERAL CONDITIONS

(A). General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

(B). "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

(C). Hold Harmless

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

(D). Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

(E). Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.427 and 200.447, Bonding and Insurance.

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(F). Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

(G). Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

(H). Suspension or Termination

In accordance with 2 CFR Part 200.338 – 200.342, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

iii. Failure of the Subrecipient to submit monthly performance reports;

iv. Ineffective or improper use of funds provided under this Agreement; or

v. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Appendix II, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines

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that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

(A). Financial Management

i. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR part 200 Appendix IV, "Cost Principles for Non-Profit Organizations," or 2 CFR Part 200 Appendix III, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(B). Documentation and Record Keeping

i. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(f) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.333; and

(g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

ii. Retention

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The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

iv. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

v. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds.

vi. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200.333.

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(C). Reporting and Payment Procedures

i. Program Income

The Subrecipient shall not retain any Program Income.

ii. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

iii. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Payments are made as a reimbursement to the Subrecipient; no grant funds advances are allowable.

iv. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

(D). Procurement

i. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

ii. Standards

The Subrecipient shall procure services and materials in accordance with the requirements 2 CFR Part 200.317 – 200.326. Copies of said regulations are provided and by execution of this Agreement, the Subrecipient acknowledges their receipt.

iii. Travel

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The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

iv. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.310 – 200.316 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

(a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

(c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

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IX. PERSONNEL AND PARTICIPANT CONDITIONS

(A). Civil Rights

i. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders. In addition, the Subrecipient agrees to comply with 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(B). Affirmative Action

i. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

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ii. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

vi. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors

(C). Employment Restrictions

i. Prohibited Activity

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

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ii. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. "Section 3" Clause

(a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:
"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection

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with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

(b) Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(c) Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(D). Conduct

i. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

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ii. Subcontracts

(a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

(b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

iii. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200.112 and 570.611, which include (but are not limited to) the following:

(a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

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(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

v. Lobbying

The Subrecipient hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

(d) Lobbying Certification

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, U.S.C. 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.

vi. Copyright

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If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

(A). Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

(B). Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(C). Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures

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may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

(D). Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.
In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. POLICY REQUIREMENTS

(A). Prohibited Uses of Funds related to Gender Ideology

The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government. The Subrecipient further understands and agrees to comply with all requirements and definitions set forth in E.O. 14168 as they relate to the use of these federal funds.

(B). Compliance with Federal Anti-Discrimination Laws

i. Materiality to Payment

The Subrecipient acknowledges that compliance with applicable Federal anti-discrimination laws is material to payment decisions under the False Claims Act.

ii. Certification of Programs

The Subrecipient certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate Federal anti-discrimination laws, and this certification is a material representation relied upon by the Grantee.

iii. Enforcement and False Claims Act

The Subrecipient understands that a false certification may result in civil or criminal penalties under the False Claims Act, including treble damages.

iv. Flow-Down Requirement

The Subrecipient must include these provisions in all related sub-agreements, making them binding on subsequent sub-tier recipients.

(C). Certifications and Assurances

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i. Anti-Discrimination

The Subrecipient certifies that it does not operate any programs that violate any applicable federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

ii. Scope of Compliance

This certification applies to all of the Subrecipient's operations, regardless of whether a specific program is federally funded, in accordance with the Civil Rights Restoration Act of 1987.

iii. Continued Compliance

The Subrecipient shall immediately notify Grantee if it becomes the subject of a federal civil rights investigation or if a court of law finds it in violation of any anti-discrimination statutes.

(D). Restriction on Use of Funds for Elective Abortions

The Subrecipient shall not use any grant funds provided under this Agreement to fund, perform, or promote elective abortions, as required by Executive Order 14182, "Enforcing the Hyde Amendment" (January 24, 2025). This restriction applies to all direct and indirect expenditures, except in cases of rape, incest, or where a physician certifies the abortion is necessary to save the woman's life.

(E). Compliance with Executive Orders and Federal Law

"Notwithstanding any language to the contrary in the Federal Award, the Notice of Funding Opportunity (NOFO), or the Subrecipient's Application, this Subaward shall not be governed by Executive Orders revoked by Executive Order 14154 (issued January 20, 2025), including but not limited to Executive Order 14008. Furthermore, any requirements within the NOFO or Federal Award that implement revoked Executive Orders are hereby deemed inapplicable to this Subaward."

(F). Compliance with PRWORA for Nonprofit Subrecipients

i. Statutory Exemption

Pursuant to 8 U.S.C. § 1642(d), the Subrecipient, as a nonprofit charitable organization, is exempt from the requirement to determine, verify, or require proof of an applicant's immigration status for the provision of Federal public benefits.

ii. Voluntary Verification

Notwithstanding this exemption, nothing in this agreement prohibits the Subrecipient from conducting such verifications voluntarily to ensure program integrity.

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iii. Adherence to Eligibility Standards

The Subrecipient remains responsible for ensuring that the Federal funds provided under this award are used in accordance with all applicable Federal statutes, including restrictions on the provision of benefits to non-qualified aliens, even if formal verification is not mandated.

iv. Reporting and Monitoring

The Subrecipient shall cooperate with the Grantee's monitoring efforts to ensure overall program compliance with federal award terms and conditions.

(G). Immigration Compliance

The Subrecipient certifies and agrees that it shall not use any funding provided under this Agreement in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation. This includes, but is not limited to, maintaining any policy or practice that materially impedes the enforcement of federal immigration statutes and regulations.

(H). Compliance with Immigration Status Verification Requirements

i. Verification of Benefit Eligibility

The Subrecipient (Non-Profit Organization) shall ensure that any Federal public benefit provided under this Agreement is distributed only to eligible individuals. In accordance with federal law, the subrecipient must use the Systematic Alien Verification for Entitlements (SAVE) program, or an equivalent verification system approved by the federal government, to verify the immigration status of applicants. This system must be utilized to prevent the provision of benefits to any ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

ii. Administrative Responsibility

The subrecipient is responsible for registering for SAVE through USCIS and maintaining all necessary records to demonstrate compliance with these verification requirements during the term of this contract.

(I). Participation of Faith-Based Organizations

The Grantee shall ensure that faith-based organizations are eligible to be subrecipients on the same basis as any other organization. In the selection of subrecipients, the Grantee shall not discriminate against an organization based on its religious character, affiliation, or exercise. All subawards shall be made on the basis of merit, free from political or religious interference.

Provisions in 2 CFR § 200:

i. Prohibition on Inherently Religious Activities

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Funds must not be used for "explicitly religious activities" such as worship, religious instruction, or proselytization.

ii. Separation of Programs

Any such religious activities must be offered separately in time or location from the programs funded by the grant.

iii. Voluntary Participation

Participation in any religious activities by beneficiaries must be strictly voluntary; they cannot be a condition for receiving services.

iv. Retention of Religious Identity

Explicitly state that the FBO retains its independence and authority over internal governance, including the right to use religious terms in its name and select board members on a religious basis.

XII. PROGRAM-SPECIFIC REQUIREMENTS

(A). Environmental Review

Environmental Review. The Grantee agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Grantee is a state, the Grantee must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

(B). Public Use

The Grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater- related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

(C). Prohibition on Selling, Trading, and Transferring Funds

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The Subrecipient or Grantee may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

(D). Construction of Water and Sewer Facilities

Notwithstanding any other provision of this agreement, the Grantee may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

(E). Funds for For-Profit Entities

Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.

(F). Violence Against Women Act

The Subrecipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

XIII. SEVERABILITY

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

XIV. SECTION HEADINGS AND SUBHEADINGS

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

XV. WAIVER

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

XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

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communications and proposals, whether electronic, or oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, standing, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS THEREOF, the Grantee and the Subrecipient have executed this Agreement on this the 22nd day of January, 2026.

THE CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

COMMUNITY FREE DENTAL CLINIC, INC.

By: Signed by: Paige Britel DDE14439D2454F9...
_____
Its Authorizing Official

ATTEST:

Signed by: Brian House 3733CBC0DEA944A...
_____

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-72

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and the Downtown Rescue Mission, Inc. for the use Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 30,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: 1400 Evangel Drive NW, Huntsville, AL 35806
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: Agreement with the Downtown Rescue Mission to use CDBG funds to pay for the salaries of personnel operating the Huntsville Downtown Rescue Mission Medical Clinic.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6454

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and the Downtown Rescue Mission, Inc. for the use Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

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Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 30,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: 1400 Evangel Drive NW, Huntsville, AL 35806
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: Agreement with the Downtown Rescue Mission to use CDBG funds to pay for the salaries of personnel operating the Huntsville Downtown Rescue Mission Medical Clinic.

RESOLUTION NO. 26 – ____

WHEREAS, the City of Huntsville, Alabama received a grant under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development, herein after referred to as HUD, known as Grant No. B-25-MC-01-0005; and

WHEREAS, the City desires to pass along a portion of the funds from Grant No. B-25-MC-01-0005 to Downtown Rescue Mission, Inc. in accordance with the terms of the said grant; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested, and directed to enter into an agreement with Downtown Rescue Mission, Inc. said contract being substantially similar in words and figures to that document identified as "Agreement Between the City of Huntsville, Alabama and Downtown Rescue Mission, Inc.," consisting of twenty-two (22) pages, with the signature of the Council President or President Pro Tem, and the date January 22, 2026 on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

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STATE OF ALABAMA)

COUNTY OF MADISON)

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND DOWNTOWN RESCUE MISSION, INC."

THIS AGREEMENT, entered into this the 22nd day of January, 2026 between the City of Huntsville, Alabama, hereinafter referred to as the Grantee, and Downtown Rescue Mission, Inc., hereinafter referred to as the Subrecipient.

WHEREAS, the Grantee has received grant funds, known as Grant No. B-25-MC-01-0005 from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

(A). Activities

The Subrecipient will be responsible for administering the CDBG 2025 Huntsville Downtown Rescue Mission Medical Clinic in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1: Subrecipient will operate the Huntsville Downtown Rescue Mission Medical Clinic which will provide access to free healthcare to low- to moderate-income individuals and families.

General Administration

CDBG funds will be used to pay for the operations of the Huntsville Downtown Rescue Mission Medical Clinic. The Subrecipient shall provide for the administration of the program for the term of this agreement.

President of the City Council
City of Huntsville, Alabama
Date: January 22, 2026

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(B). National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the Low Mod Limited Clientele National Objective benefiting families, individuals, and the community with increasing the quality for youth, through educational and mentoring programs.

(C). Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity (ies)	Total Individuals
Subrecipient will assist low- to moderate-income individuals and families with healthcare needs.	1500

Documentation must be provided to show that participants reside in the City of Huntsville, Alabama.

(D). Staffing

Staffing consists of an Executive Director, Program Administrators, and Caseworkers used to assess the property and clients' needs.

(E). Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. The Subrecipient is required to submit monthly and annual performance reports as provided by the Grantee. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on July 1, 2025 and end on June 1, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

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III. BUDGET

COST DIVISION	AMOUNT
Operating Costs	$ 0
Administrative Salaries	$ 30,000.00
Professional Services	$ 0
TOTAL:	**$ 30,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Both the Grantee and the Subrecipient must approve any amendments to the budget in writing.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$30,000.00** for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance. Payments are made on a reimbursement basis and the Subrecipient shall not receive any fund advances.

Payments will be made contingent upon the receipt of a monthly performance report and may also be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.305. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

V. NOTICES

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

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

GRANTEE
City of Huntsville Department of Community Development
305 Fountain Circle
Huntsville, AL 35801
256-427-5400 (Office)

SUBRECIPIENT
Downtown Rescue Mission, Inc.
1400 Evangel Drive NW
Huntsville, Alabama 35816
Phone: 256-533-3391

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VI. GENERAL CONDITIONS

(A). General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

(B). "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

(C). Hold Harmless

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

(D). Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

(E). Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.427 and 200.447, Bonding and Insurance.

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(F). Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

(G). Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

(H). Suspension or Termination

In accordance with 2 CFR Part 200.338 – 200.342, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

iii. Failure of the Subrecipient to submit monthly performance reports;

iv. Ineffective or improper use of funds provided under this Agreement; or

v. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Appendix II, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines

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that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

(A). Financial Management

i. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR part 200 Appendix IV, "Cost Principles for Non-Profit Organizations," or 2 CFR Part 200 Appendix III, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(B). Documentation and Record Keeping

i. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(f) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.333; and

(g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

ii. Retention

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The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

iv. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

v. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds.

vi. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200.333.

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(C). Reporting and Payment Procedures

i. Program Income

The Subrecipient shall not retain any Program Income.

ii. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

iii. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Payments are made as a reimbursement to the Subrecipient; no grant funds advances are allowable.

iv. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

(D). Procurement

i. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

ii. Standards

The Subrecipient shall procure services and materials in accordance with the requirements 2 CFR Part 200.317 – 200.326. Copies of said regulations are provided and by execution of this Agreement, the Subrecipient acknowledges their receipt.

iii. Travel

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The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

iv. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.310 – 200.316 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

(a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

(c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

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IX. PERSONNEL AND PARTICIPANT CONDITIONS

(A). Civil Rights

i. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders. In addition, the Subrecipient agrees to comply with 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(B). Affirmative Action

i. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

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ii. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

vi. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors

(C). Employment Restrictions

i. Prohibited Activity

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

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ii. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. "Section 3" Clause

(a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:
"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection

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with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

(b) Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(c) Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(D). Conduct

i. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

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ii. Subcontracts

(a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

(b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

iii. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200.112 and 570.611, which include (but are not limited to) the following:

(a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

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(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

v. Lobbying

The Subrecipient hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

(d) Lobbying Certification

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, U.S.C. 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.

vi. Copyright

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If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for governmental purposes.

vii. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

(A). Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

(B). Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(C). Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures

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may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

(D). Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.
In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. POLICY REQUIREMENTS

(A). Prohibited Uses of Funds related to Gender Ideology

The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government. The Subrecipient further understands and agrees to comply with all requirements and definitions set forth in E.O. 14168 as they relate to the use of these federal funds.

(B). Compliance with Federal Anti-Discrimination Laws

i. Materiality to Payment

The Subrecipient acknowledges that compliance with applicable Federal anti-discrimination laws is material to payment decisions under the False Claims Act.

ii. Certification of Programs

The Subrecipient certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate Federal anti-discrimination laws, and this certification is a material representation relied upon by the Grantee.

iii. Enforcement and False Claims Act

The Subrecipient understands that a false certification may result in civil or criminal penalties under the False Claims Act, including treble damages.

iv. Flow-Down Requirement

The Subrecipient must include these provisions in all related sub-agreements, making them binding on subsequent sub-tier recipients.

(C). Certifications and Assurances

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i. Anti-Discrimination

The Subrecipient certifies that it does not operate any programs that violate any applicable federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

ii. Scope of Compliance

This certification applies to all of the Subrecipient's operations, regardless of whether a specific program is federally funded, in accordance with the Civil Rights Restoration Act of 1987.

iii. Continued Compliance

The Subrecipient shall immediately notify Grantee if it becomes the subject of a federal civil rights investigation or if a court of law finds it in violation of any anti-discrimination statutes.

(D). Restriction on Use of Funds for Elective Abortions

The Subrecipient shall not use any grant funds provided under this Agreement to fund, perform, or promote elective abortions, as required by Executive Order 14182, "Enforcing the Hyde Amendment" (January 24, 2025). This restriction applies to all direct and indirect expenditures, except in cases of rape, incest, or where a physician certifies the abortion is necessary to save the woman's life.

(E). Compliance with Executive Orders and Federal Law

"Notwithstanding any language to the contrary in the Federal Award, the Notice of Funding Opportunity (NOFO), or the Subrecipient's Application, this Subaward shall not be governed by Executive Orders revoked by Executive Order 14154 (issued January 20, 2025), including but not limited to Executive Order 14008. Furthermore, any requirements within the NOFO or Federal Award that implement revoked Executive Orders are hereby deemed inapplicable to this Subaward."

(F). Compliance with PRWORA for Nonprofit Subrecipients

i. Statutory Exemption

Pursuant to 8 U.S.C. § 1642(d), the Subrecipient, as a nonprofit charitable organization, is exempt from the requirement to determine, verify, or require proof of an applicant's immigration status for the provision of Federal public benefits.

ii. Voluntary Verification

Notwithstanding this exemption, nothing in this agreement prohibits the Subrecipient from conducting such verifications voluntarily to ensure program integrity.

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iii. Adherence to Eligibility Standards

The Subrecipient remains responsible for ensuring that the Federal funds provided under this award are used in accordance with all applicable Federal statutes, including restrictions on the provision of benefits to non-qualified aliens, even if formal verification is not mandated.

iv. Reporting and Monitoring

The Subrecipient shall cooperate with the Grantee's monitoring efforts to ensure overall program compliance with federal award terms and conditions.

(G). Immigration Compliance

The Subrecipient certifies and agrees that it shall not use any funding provided under this Agreement in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation. This includes, but is not limited to, maintaining any policy or practice that materially impedes the enforcement of federal immigration statutes and regulations.

(H). Compliance with Immigration Status Verification Requirements

i. Verification of Benefit Eligibility

The Subrecipient (Non-Profit Organization) shall ensure that any Federal public benefit provided under this Agreement is distributed only to eligible individuals. In accordance with federal law, the subrecipient must use the Systematic Alien Verification for Entitlements (SAVE) program, or an equivalent verification system approved by the federal government, to verify the immigration status of applicants. This system must be utilized to prevent the provision of benefits to any ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

ii. Administrative Responsibility

The subrecipient is responsible for registering for SAVE through USCIS and maintaining all necessary records to demonstrate compliance with these verification requirements during the term of this contract.

(I). Participation of Faith-Based Organizations

The Grantee shall ensure that faith-based organizations are eligible to be subrecipients on the same basis as any other organization. In the selection of subrecipients, the Grantee shall not discriminate against an organization based on its religious character, affiliation, or exercise. All subawards shall be made on the basis of merit, free from political or religious interference.

Provisions in 2 CFR § 200:

i. Prohibition on Inherently Religious Activities

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Funds must not be used for "explicitly religious activities" such as worship, religious instruction, or proselytization.

ii. Separation of Programs

Any such religious activities must be offered separately in time or location from the programs funded by the grant.

iii. Voluntary Participation

Participation in any religious activities by beneficiaries must be strictly voluntary; they cannot be a condition for receiving services.

iv. Retention of Religious Identity

Explicitly state that the FBO retains its independence and authority over internal governance, including the right to use religious terms in its name and select board members on a religious basis.

XII. PROGRAM-SPECIFIC REQUIREMENTS

(A). Environmental Review

Environmental Review. The Grantee agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Grantee is a state, the Grantee must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

(B). Public Use

The Grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater- related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

(C). Prohibition on Selling, Trading, and Transferring Funds

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The Subrecipient or Grantee may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

(D). Construction of Water and Sewer Facilities

Notwithstanding any other provision of this agreement, the Grantee may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

(E). Funds for For-Profit Entities

Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.

(F). Violence Against Women Act

The Subrecipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

XIII. SEVERABILITY

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

XIV. SECTION HEADINGS AND SUBHEADINGS

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

XV. WAIVER

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

XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

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communications and proposals, whether electronic, or oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, standing, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS THEREOF, the Grantee and the Subrecipient have executed this Agreement on this the 22nd day of January, 2026.

THE CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

DOWNTOWN RESCUE MISSION, INC.

By: DocuSigned by: D79DD6244ED44AA...
Its Authorizing Official

ATTEST:

Signed by: 9D1974795CB84F8...

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-73

Department: Community Development

Subject: **Type of Action:** Introduction

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and ENABLE Madison County, Inc. for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 10,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: City Wide
District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments: Agreement with ENABLE Madison County to use CDBG funds to pay for salaries of personnel overseeing the Emergency Home Repair and Disability Modification Program.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6457

Department: Community Development

Subject: **Type of Action:** Introduction

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and ENABLE Madison County, Inc. for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 10,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: City Wide
District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments: Agreement with ENABLE Madison County to use CDBG funds to pay for salaries of personnel overseeing the Emergency Home Repair and Disability Modification Program.

RESOLUTION NO. 26 – ____

WHEREAS, the City of Huntsville, Alabama received a grant under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development, herein after referred to as HUD, known as Grant No. B-25-MC-01-0005; and

WHEREAS, the City desires to pass along a portion of the funds from Grant No. B-25-MC-01-0005 to ENABLE Madison County, Inc. in accordance with the terms of the said grant; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested, and directed to enter into an agreement with ENABLE Madison County, Inc. said contract being substantially similar in words and figures to that document identified as "Agreement Between the City of Huntsville, Alabama and ENABLE Madison County, Inc.," consisting of twenty-two (22) pages, with the signature of the Council President or President Pro Tem, and the date January 22, 2026 on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

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STATE OF ALABAMA)

COUNTY OF MADISON)

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND ENABLE MADISON COUNTY, INC."

THIS AGREEMENT, entered into this the 22nd day of January, 2026 between the City of Huntsville Alabama, hereinafter referred to as the Grantee, and ENABLE Madison County, Inc., hereinafter referred to as the Subrecipient.

WHEREAS, the Grantee has received grant funds, known as Grant No. B-25-MC-01-0005 from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

(A). Activities

The Subrecipient will be responsible for administering the CDBG 2025 Emergency Home Repair and Disability Modifications Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1: Subrecipient will provide emergency weatherization and disability modifications to low-income, elderly (62 and older) and/or disabled clients homes. Subrecipient will provide labor, materials, services, supervision, tools, equipment, licenses, and permits necessary to operate the program. All work shall be accomplished using volunteer labor.

General Administration

CDBG funds will be used to pay for administrative salaries of personnel that oversee the Emergency Home Repair and Disability Modifications Program. The Subrecipient shall provide for the administration of the program for the term of this agreement.

President of the City Council
City of Huntsville, Alabama
Date: January 22, 2026

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(B). National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the Low Mod Limited Clientele National Objective benefiting families, individuals, and the community with increasing the quality of life for elderly and/or disabled population with emergency weatherization and disability modifications.

(C). Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity (ies)	Total Households
Subrecipient will provide emergency weatherization and disability modifications to low-income, elderly (62 and older) and/or disabled clients homes. Subrecipient will provide labor, materials, services, supervision, tools, equipment, licenses, and permits necessary to operate the program. All work shall be accomplished using volunteer labor	50-100

Documentation must be provided to show that participants reside in the City of Huntsville, Alabama.

(D). Staffing

Staffing consists of a Director, Program Administrator and Caseworkers used to assess the property and clients' needs.

(E). Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. The Subrecipient is required to submit monthly and annual performance reports as provided by the Grantee. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on July 1, 2025 and end on June 1, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

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III. BUDGET

COST DIVISION	AMOUNT
Administrative Salaries	$ 10,000.00
TOTAL:	**$ 10,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Both the Grantee and the Subrecipient must approve any amendments to the budget in writing.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$10,000.00** for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance. Payments are made on a reimbursement basis and the Subrecipient shall not receive any fund advances.

Payments will be made contingent upon the receipt of a monthly performance report and may also be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.305. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

V. NOTICES

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

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

GRANTEE
City of Huntsville Department of Community Development
305 Fountain Circle
Huntsville, AL 35801
256-427-5400 (Office)

SUBRECIPIENT
ENABLE Madison County
701 Andrew Jackson Way
Huntsville, AL 35801
(256) 533-7775 Ext. 13

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VI. GENERAL CONDITIONS

(A). General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

(B). "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

(C). Hold Harmless

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

(D). Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

(E). Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.427 and 200.447, Bonding and Insurance.

(F). Grantee Recognition

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The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

(G). Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

(H). Suspension or Termination

In accordance with 2 CFR Part 200.338 – 200.342, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

iii. Failure of the Subrecipient to submit monthly performance reports;

iv. Ineffective or improper use of funds provided under this Agreement; or

v. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Appendix II, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

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VII. ADMINISTRATIVE REQUIREMENTS

(A). Financial Management

i. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR part 200 Appendix IV, "Cost Principles for Non-Profit Organizations," or 2 CFR Part 200 Appendix III, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(B). Documentation and Record Keeping

i. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(f) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.333; and

(g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

ii. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time.

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Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

iv. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

v. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds.

vi. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200.333.

(C). Reporting and Payment Procedures

i. Program Income

The Subrecipient shall not retain any Program Income.

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ii. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

iii. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Payments are made as a reimbursement to the Subrecipient; no grant funds advances are allowable.

iv. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

(D). Procurement

i. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

ii. Standards

The Subrecipient shall procure services and materials in accordance with the requirements 2 CFR Part 200.317 – 200.326. Copies of said regulations are provided and by execution of this Agreement, the Subrecipient acknowledges their receipt.

iii. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

iv. Use and Reversion of Assets

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The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.310 – 200.316 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

(a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination

(b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

(c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

(A). Civil Rights

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i. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders. In addition, the Subrecipient agrees to comply with 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(B). Affirmative Action

i. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

ii. Women- and Minority-Owned Businesses (W/MBE)

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The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

vi. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors

(C). Employment Restrictions

i. Prohibited Activity

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

ii. Labor Standards

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The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. "Section 3" Clause

(a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.
The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

(b) Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(c) Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(D). Conduct

i. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

ii. Subcontracts

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(a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

(b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

iii. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200.112 and 570.611, which include (but are not limited to) the following:

(a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
(b) No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the

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CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

v. Lobbying

The Subrecipient hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

(d) Lobbying Certification

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, U.S.C. 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.

vi. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. Religious Activities

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The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

(A). Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

(B). Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(C). Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

(D). Historic Preservation

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The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.
In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. POLICY REQUIREMENTS

(A). Prohibited Uses of Funds related to Gender Ideology

The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government. The Subrecipient further understands and agrees to comply with all requirements and definitions set forth in E.O. 14168 as they relate to the use of these federal funds.

(B). Compliance with Federal Anti-Discrimination Laws

i. Materiality to Payment

The Subrecipient acknowledges that compliance with applicable Federal anti-discrimination laws is material to payment decisions under the False Claims Act.

ii. Certification of Programs

The Subrecipient certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate Federal anti-discrimination laws, and this certification is a material representation relied upon by the Grantee.

iii. Enforcement and False Claims Act

The Subrecipient understands that a false certification may result in civil or criminal penalties under the False Claims Act, including treble damages.

iv. Flow-Down Requirement

The Subrecipient must include these provisions in all related sub-agreements, making them binding on subsequent sub-tier recipients.

(C). Certifications and Assurances

i. Anti-Discrimination

The Subrecipient certifies that it does not operate any programs that violate any applicable federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

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ii. Scope of Compliance

This certification applies to all of the Subrecipient's operations, regardless of whether a specific program is federally funded, in accordance with the Civil Rights Restoration Act of 1987.

iii. Continued Compliance

The Subrecipient shall immediately notify Grantee if it becomes the subject of a federal civil rights investigation or if a court of law finds it in violation of any anti-discrimination statutes.

(D). Restriction on Use of Funds for Elective Abortions

The Subrecipient shall not use any grant funds provided under this Agreement to fund, perform, or promote elective abortions, as required by Executive Order 14182, "Enforcing the Hyde Amendment" (January 24, 2025). This restriction applies to all direct and indirect expenditures, except in cases of rape, incest, or where a physician certifies the abortion is necessary to save the woman's life.

(E). Compliance with Executive Orders and Federal Law

"Notwithstanding any language to the contrary in the Federal Award, the Notice of Funding Opportunity (NOFO), or the Subrecipient's Application, this Subaward shall not be governed by Executive Orders revoked by Executive Order 14154 (issued January 20, 2025), including but not limited to Executive Order 14008. Furthermore, any requirements within the NOFO or Federal Award that implement revoked Executive Orders are hereby deemed inapplicable to this Subaward."

(F). Compliance with PRWORA for Nonprofit Subrecipients

i. Statutory Exemption

Pursuant to 8 U.S.C. § 1642(d), the Subrecipient, as a nonprofit charitable organization, is exempt from the requirement to determine, verify, or require proof of an applicant's immigration status for the provision of Federal public benefits.

ii. Voluntary Verification

Notwithstanding this exemption, nothing in this agreement prohibits the Subrecipient from conducting such verifications voluntarily to ensure program integrity.

iii. Adherence to Eligibility Standards

The Subrecipient remains responsible for ensuring that the Federal funds provided under this award are used in accordance with all applicable Federal statutes, including restrictions on the provision of benefits to non-qualified aliens, even if formal verification is not mandated.

iv. Reporting and Monitoring

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The Subrecipient shall cooperate with the Grantee's monitoring efforts to ensure overall program compliance with federal award terms and conditions.

(G). Immigration Compliance

The Subrecipient certifies and agrees that it shall not use any funding provided under this Agreement in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation. This includes, but is not limited to, maintaining any policy or practice that materially impedes the enforcement of federal immigration statutes and regulations.

(H). Compliance with Immigration Status Verification Requirements

i. Verification of Benefit Eligibility

The Subrecipient (Non-Profit Organization) shall ensure that any Federal public benefit provided under this Agreement is distributed only to eligible individuals. In accordance with federal law, the subrecipient must use the Systematic Alien Verification for Entitlements (SAVE) program, or an equivalent verification system approved by the federal government, to verify the immigration status of applicants. This system must be utilized to prevent the provision of benefits to any ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

ii. Administrative Responsibility

The subrecipient is responsible for registering for SAVE through USCIS and maintaining all necessary records to demonstrate compliance with these verification requirements during the term of this contract.

(I). Participation of Faith-Based Organizations

The Grantee shall ensure that faith-based organizations are eligible to be subrecipients on the same basis as any other organization. In the selection of subrecipients, the Grantee shall not discriminate against an organization based on its religious character, affiliation, or exercise. All subawards shall be made on the basis of merit, free from political or religious interference.

Provisions in 2 CFR § 200:

i. Prohibition on Inherently Religious Activities

Funds must not be used for "explicitly religious activities" such as worship, religious instruction, or proselytization.

ii. Separation of Programs

Any such religious activities must be offered separately in time or location from the programs funded by the grant.

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iii. Voluntary Participation

Participation in any religious activities by beneficiaries must be strictly voluntary; they cannot be a condition for receiving services.

iv. Retention of Religious Identity

Explicitly state that the FBO retains its independence and authority over internal governance, including the right to use religious terms in its name and select board members on a religious basis.

XII. PROGRAM-SPECIFIC REQUIREMENTS

(A). Environmental Review

Environmental Review. The Grantee agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Grantee is a state, the Grantee must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

(B). Public Use

The Grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater- related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

(C). Prohibition on Selling, Trading, and Transferring Funds

The Subrecipient or Grantee may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

(D). Construction of Water and Sewer Facilities

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Notwithstanding any other provision of this agreement, the Grantee may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

(E). Funds for For-Profit Entities

Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.

(F). Violence Against Women Act

The Subrecipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

XIII. SEVERABILITY

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

XIV. SECTION HEADINGS AND SUBHEADINGS

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

XV. WAIVER

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

XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, standing, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS THEREOF, the Grantee and the Subrecipient have executed this Agreement on this the 22nd day of January, 2026.

THE CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

ENABLE MADISON COUNTY, INC.

By: Signed by: Christian Earle Drost 5ED787A9BA8F403...
Its Authorizing Official

ATTEST:

Signed by: Joyce Davis 0EE66334298A4F9...

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-74

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and First Stop, Inc. for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 35,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: 206 Stoke Street NW, Huntsville, AL 35805
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments: Agreement with First Stop to use CDBG funds to pay for the operating costs of the South Derrick Camp Outreach Program and the salaries of personnel overseeing the South Derrick Camp Outreach Program.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6458

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and First Stop, Inc. for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 35,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: 206 Stoke Street NW, Huntsville, AL 35805
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments: Agreement with First Stop to use CDBG funds to pay for the operating costs of the South Derrick Camp Outreach Program and the salaries of personnel overseeing the South Derrick Camp Outreach Program.

RESOLUTION NO. 26 – ____

WHEREAS, the City of Huntsville, Alabama received a grant under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development, herein after referred to as HUD, known as Grant No. B-25-MC-01-0005; and

WHEREAS, the City desires to pass along a portion of the funds from Grant No. B-25-MC-01-0005 to First Stop, Inc. in accordance with the terms of the said grant; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested, and directed to enter into an agreement with First Stop, Inc. said contract being substantially similar in words and figures to that document identified as "Agreement Between the City of Huntsville, Alabama and First Stop, Inc.," consisting of twenty-two (22) pages, with the signature of the Council President or President Pro Tem, and the date January 22, 2026 on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

Docusign Envelope ID: 6F372008-1F8A-4251-871C-8ABAFDD16E3D

STATE OF ALABAMA)

COUNTY OF MADISON)

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND FIRST STOP, INC."

THIS AGREEMENT, entered into this the 22nd day of January, 2026 between the City of Huntsville, Alabama, hereinafter referred to as the Grantee, and First Stop, Inc., hereinafter referred to as the Subrecipient.

WHEREAS, the Grantee has received grant funds, known as Grant No. B-25-MC-01-0005 from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

(A). Activities

The Subrecipient will be responsible for administering the CDBG 2025 South Derrick Camp Outreach Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such programs will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1: Subrecipient will operate a program which provides Street Outreach Administrative and Operational Support for the South Derrick Camp homeless camp.

General Administration

CDBG funds will be used to pay for administrative salaries of personnel that oversee the South Derrick Camp Outreach Program, and the operating costs of the South Derrick Camp Outreach Program. The Subrecipient shall provide for the administration of the program for the term of this agreement.

President of the City Council
City of Huntsville, Alabama
Date: January 22, 2026

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(B). National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the Low Mod Limited Clientele National Objective benefiting families, individuals, and the community with increasing the quality for youth, through educational and mentoring programs.

(C). Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity (ies)	Total Individuals
Subrecipient will provide administrative and operational support for the South Derrick Camp homeless camp.	75-100

Documentation must be provided to show that participants reside in the City of Huntsville, Alabama.

(D). Staffing

Staffing consists of an Executive Director, Program Administrator and Caseworkers used to assess the property and clients' needs.

(E). Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. The Subrecipient is required to submit monthly and annual performance reports as provided by the Grantee. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on July 1, 2025 and end on June 1, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

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III. BUDGET

COST DIVISION	AMOUNT
Operating Costs	$ 25,000.00
Administrative Salaries	$ 10,000.00
Professional Services	$ 0
TOTAL:	**$ 35,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Both the Grantee and the Subrecipient must approve any amendments to the budget in writing.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$35,000.00** for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance. Payments are made on a reimbursement basis and the Subrecipient shall not receive any fund advances.

Payments will be made contingent upon the receipt of a monthly performance report and may also be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.305. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

V. NOTICES

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

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

GRANTEE
City of Huntsville Department of Community Development
305 Fountain Circle
Huntsville, AL 35801
256-427-5400 (Office)

SUBRECIPIENT
First Stop, Inc.
206 Stokes Street NW
Huntsville, Alabama 35805
Phone: 256-533-3391

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VI. GENERAL CONDITIONS

(A). General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

(B). "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

(C). Hold Harmless

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

(D). Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

(E). Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.427 and 200.447, Bonding and Insurance.

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(F). Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

(G). Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

(H). Suspension or Termination

In accordance with 2 CFR Part 200.338 – 200.342, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

iii. Failure of the Subrecipient to submit monthly performance reports;

iv. Ineffective or improper use of funds provided under this Agreement; or

v. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Appendix II, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines

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that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

(A). Financial Management

i. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR part 200 Appendix IV, "Cost Principles for Non-Profit Organizations," or 2 CFR Part 200 Appendix III, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(B). Documentation and Record Keeping

i. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(f) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.333; and

(g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

ii. Retention

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The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

iv. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

v. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds.

vi. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200.333.

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(C). Reporting and Payment Procedures

i. Program Income

The Subrecipient shall not retain any Program Income.

ii. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

iii. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Payments are made as a reimbursement to the Subrecipient; no grant funds advances are allowable.

iv. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

(D). Procurement

i. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

ii. Standards

The Subrecipient shall procure services and materials in accordance with the requirements 2 CFR Part 200.317 – 200.326. Copies of said regulations are provided and by execution of this Agreement, the Subrecipient acknowledges their receipt.

iii. Travel

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The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

iv. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.310 – 200.316 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

(a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

(c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

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IX. PERSONNEL AND PARTICIPANT CONDITIONS

(A). Civil Rights

i. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders. In addition, the Subrecipient agrees to comply with 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(B). Affirmative Action

i. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

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ii. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

vi. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors

(C). Employment Restrictions

i. Prohibited Activity

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

ii. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. "Section 3" Clause

(a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:
"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of

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the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

(b) Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(c) Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(D). Conduct

i. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to

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become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

ii. Subcontracts

(a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

(b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

iii. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200.112 and 570.611, which include (but are not limited to) the following:

(a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

v. Lobbying

The Subrecipient hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

(d) Lobbying Certification

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, U.S.C. 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.

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vi. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

(A). Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

(B). Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(C). Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms,

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treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

(D). Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.
In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. POLICY REQUIREMENTS

(A). Prohibited Uses of Funds related to Gender Ideology

The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government. The Subrecipient further understands and agrees to comply with all requirements and definitions set forth in E.O. 14168 as they relate to the use of these federal funds.

(B). Compliance with Federal Anti-Discrimination Laws

i. Materiality to Payment

The Subrecipient acknowledges that compliance with applicable Federal anti-discrimination laws is material to payment decisions under the False Claims Act.

ii. Certification of Programs

The Subrecipient certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate Federal anti-discrimination laws, and this certification is a material representation relied upon by the Grantee.

iii. Enforcement and False Claims Act

The Subrecipient understands that a false certification may result in civil or criminal penalties under the False Claims Act, including treble damages.

iv. Flow-Down Requirement

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The Subrecipient must include these provisions in all related sub-agreements, making them binding on subsequent sub-tier recipients.

(C). Certifications and Assurances

i. Anti-Discrimination

The Subrecipient certifies that it does not operate any programs that violate any applicable federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

ii. Scope of Compliance

This certification applies to all of the Subrecipient's operations, regardless of whether a specific program is federally funded, in accordance with the Civil Rights Restoration Act of 1987.

iii. Continued Compliance

The Subrecipient shall immediately notify Grantee if it becomes the subject of a federal civil rights investigation or if a court of law finds it in violation of any anti-discrimination statutes.

(D). Restriction on Use of Funds for Elective Abortions

The Subrecipient shall not use any grant funds provided under this Agreement to fund, perform, or promote elective abortions, as required by Executive Order 14182, "Enforcing the Hyde Amendment" (January 24, 2025). This restriction applies to all direct and indirect expenditures, except in cases of rape, incest, or where a physician certifies the abortion is necessary to save the woman's life.

(E). Compliance with Executive Orders and Federal Law

"Notwithstanding any language to the contrary in the Federal Award, the Notice of Funding Opportunity (NOFO), or the Subrecipient's Application, this Subaward shall not be governed by Executive Orders revoked by Executive Order 14154 (issued January 20, 2025), including but not limited to Executive Order 14008. Furthermore, any requirements within the NOFO or Federal Award that implement revoked Executive Orders are hereby deemed inapplicable to this Subaward."

(F). Compliance with PRWORA for Nonprofit Subrecipients

i. Statutory Exemption

Pursuant to 8 U.S.C. § 1642(d), the Subrecipient, as a nonprofit charitable organization, is exempt from the requirement to determine, verify, or require proof of an applicant's immigration status for the provision of Federal public benefits.

ii. Voluntary Verification

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Notwithstanding this exemption, nothing in this agreement prohibits the Subrecipient from conducting such verifications voluntarily to ensure program integrity.

iii. Adherence to Eligibility Standards

The Subrecipient remains responsible for ensuring that the Federal funds provided under this award are used in accordance with all applicable Federal statutes, including restrictions on the provision of benefits to non-qualified aliens, even if formal verification is not mandated.

iv. Reporting and Monitoring

The Subrecipient shall cooperate with the Grantee's monitoring efforts to ensure overall program compliance with federal award terms and conditions.

(G). Immigration Compliance

The Subrecipient certifies and agrees that it shall not use any funding provided under this Agreement in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation. This includes, but is not limited to, maintaining any policy or practice that materially impedes the enforcement of federal immigration statutes and regulations.

(H). Compliance with Immigration Status Verification Requirements

i. Verification of Benefit Eligibility

The Subrecipient (Non-Profit Organization) shall ensure that any Federal public benefit provided under this Agreement is distributed only to eligible individuals. In accordance with federal law, the subrecipient must use the Systematic Alien Verification for Entitlements (SAVE) program, or an equivalent verification system approved by the federal government, to verify the immigration status of applicants. This system must be utilized to prevent the provision of benefits to any ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

ii. Administrative Responsibility

The subrecipient is responsible for registering for SAVE through USCIS and maintaining all necessary records to demonstrate compliance with these verification requirements during the term of this contract.

(I). Participation of Faith-Based Organizations

The Grantee shall ensure that faith-based organizations are eligible to be subrecipients on the same basis as any other organization. In the selection of subrecipients, the Grantee shall not discriminate against an organization based on its religious character, affiliation, or exercise. All subawards shall be made on the basis of merit, free from political or religious interference.

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Provisions in 2 CFR § 200:

i. Prohibition on Inherently Religious Activities

Funds must not be used for "explicitly religious activities" such as worship, religious instruction, or proselytization.

ii. Separation of Programs

Any such religious activities must be offered separately in time or location from the programs funded by the grant.

iii. Voluntary Participation

Participation in any religious activities by beneficiaries must be strictly voluntary; they cannot be a condition for receiving services.

iv. Retention of Religious Identity

Explicitly state that the FBO retains its independence and authority over internal governance, including the right to use religious terms in its name and select board members on a religious basis.

XII. PROGRAM-SPECIFIC REQUIREMENTS

(A). Environmental Review

Environmental Review. The Grantee agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Grantee is a state, the Grantee must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

(B). Public Use

The Grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater- related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and

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Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

(C). Prohibition on Selling, Trading, and Transferring Funds

The Subrecipient or Grantee may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

(D). Construction of Water and Sewer Facilities

Notwithstanding any other provision of this agreement, the Grantee may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

(E). Funds for For-Profit Entities

Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.

(F). Violence Against Women Act

The Subrecipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

XIII. SEVERABILITY

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

XIV. SECTION HEADINGS AND SUBHEADINGS

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

XV. WAIVER

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

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XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, or oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, standing, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS THEREOF, the Grantee and the Subrecipient have executed this Agreement on this the 22nd day of January, 2026.

THE CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

FIRST STOP, INC.

By: Signed by: 8C8996B6A879464... _____
Its Authorizing Official

ATTEST:

Signed by: Tim Davis 0F982ACE9EF04A3... _____

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-75

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and HATCH HSV, Inc. for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 100,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: City Wide
District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments: Agreement with HATCH to use CDBG fund to pay for the administrative salaries of personnel overseeing the Economic and Workforce Development Program.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6463

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and HATCH HSV, Inc. for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 100,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: City Wide
District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments: Agreement with HATCH to use CDBG fund to pay for the administrative salaries of personnel overseeing the Economic and Workforce Development Program.

RESOLUTION NO. 26 – ____

WHEREAS, the City of Huntsville, Alabama received a grant under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development, herein after referred to as HUD, known as Grant No. B-25-MC-01-0005; and

WHEREAS, the City desires to pass along a portion of the funds from Grant No. B-25-MC-01-0005 to HATCH HSV, Inc. in accordance with the terms of the said grant; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested, and directed to enter into an agreement with HATCH HSV, Inc. said contract being substantially similar in words and figures to that document identified as "Agreement Between the City of Huntsville, Alabama and HATCH HSV, Inc.," consisting of twenty-three (23) pages, with the signature of the Council President or President Pro Tem, and the date January 22, 2026 on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

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STATE OF ALABAMA)

COUNTY OF MADISON)

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND HATCH HSV, INC."

THIS AGREEMENT, entered into this the 22nd day of January, 2026 between the City of Huntsville, Alabama, hereinafter referred to as the Grantee, and HATCH HSV, Inc., hereinafter referred to as the Subrecipient.

WHEREAS, the Grantee has received grant funds, known as Grant No. B-25-MC-01-0005 from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

(A). Activities

The Subrecipient will be responsible for administering the CDBG 2025 Economic and Workforce Development Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1: Subrecipient will provide economic and workforce development for low to moderate income individuals; Subrecipient will assist individuals with education and job training, job referrals, and provide life skills workshops with hospitality and culinary training.

General Administration

CDBG funds will be used to pay for administrative salaries of personnel contributing to the economic and workforce development program. The Subrecipient shall provide for the administration of the program for the term of this agreement.

President of the City Council
City of Huntsville, Alabama
Date: January 22, 2026

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(B). National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the Low Mod Limited Clientele National Objective benefiting families, individuals, and the community with increasing the quality of life and decreasing the rate of recidivism to the Alabama Department of Corrections.

(C). Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity (ies)	Total Individuals
Subrecipient will provide economic and workforce development for low to moderate income individuals; Subrecipient will assist individuals with education and job training, job referrals, and provide life skills workshops with hospitality and culinary training.	25-50

Documentation must be provided to show that participants reside in the City of Huntsville, Alabama.

(D). Staffing

Staffing consists of a Director, Program Administrator and Caseworkers used to assess the property and clients' needs.

(E). Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. The Subrecipient is required to submit monthly and annual performance reports as provided by the Grantee. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on July 1, 2025 and end on June 1, 2026. The term of this Agreement and the provisions herein may be extended to cover any additional time period during

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which the Grantee remains in control of CDBG funds. The Subrecipient shall forfeit all funds not expended unless the Grantee extends the term of this agreement.

III. BUDGET

COST DIVISION	AMOUNT
Operating Costs	$ 0
Administrative Salaries	$ 100,000.00
Professional Services	$ 0
TOTAL:	**$ 100,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Both the Grantee and the Subrecipient must approve any amendments to the budget in writing.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$100,000.00** for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance. Payments are made on a reimbursement basis and the Subrecipient shall not receive any fund advances.

Payments will be made contingent upon the receipt of a monthly performance report and may also be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.305. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

V. NOTICES

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

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

GRANTEE
City of Huntsville Community Development Department
305 Fountain Circle
Huntsville, AL 35801
256-427-5400

SUBRECIPIENT
HATCH HSV, Inc.
P.O. Box 2396
Huntsville, AL 35804
256-288-3175

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VI. GENERAL CONDITIONS

(A). General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

(B). "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

(C). Hold Harmless

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

(D). Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

(E). Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.427 and 200.447, Bonding and Insurance.

(F). Grantee Recognition

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The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

(G). Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

(H). Suspension or Termination

In accordance with 2 CFR Part 200.338 – 200.342, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

iii. Failure of the Subrecipient to submit monthly performance reports;

iv. Ineffective or improper use of funds provided under this Agreement; or

v. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Appendix II, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

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VII. ADMINISTRATIVE REQUIREMENTS

(A). Financial Management

i. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR part 200 Appendix IV, "Cost Principles for Non-Profit Organizations," or 2 CFR Part 200 Appendix III, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(B). Documentation and Record Keeping

i. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(f) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.333; and

(g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

ii. Retention

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The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

iv. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

v. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds.

vi. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200.333.

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(C). Reporting and Payment Procedures

i. Program Income

The Subrecipient shall not retain any Program Income.

ii. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

iii. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Payments are made as a reimbursement to the Subrecipient; no grant funds advances are allowable.

iv. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

(D). Procurement

i. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

ii. Standards

The Subrecipient shall procure services and materials in accordance with the requirements 2 CFR Part 200.317 – 200.326. Copies of said regulations are provided and by execution of this Agreement, the Subrecipient acknowledges their receipt.

iii. Travel

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The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

iv. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.310 – 200.316 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

(a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination

(b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

(c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The

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Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

(A). Civil Rights

i. Compliance

The Subrecipient agrees to comply with
Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders. In addition, the Subrecipient agrees to comply with 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(B). Affirmative Action

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i. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

ii. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

vi. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors

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(C). Employment Restrictions

i. Prohibited Activity

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

ii. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations and provisions meeting the requirements of this paragraph.

iii. "Section 3" Clause

(a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

(b) Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(c) Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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(D). Conduct

i. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

ii. Subcontracts

(a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

(b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

iii. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200.112 and 570.611, which include (but are not limited to) the following:

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(a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

v. Lobbying

The Subrecipient hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

(d) Lobbying Certification

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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, U.S.C. 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.

vi. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

(A). Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

(B). Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(C). Lead-Based Paint

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The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

(D). Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.
In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. POLICY REQUIREMENTS

(A). Prohibited Uses of Funds related to Gender Ideology

The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government. The Subrecipient further understands and agrees to comply with all requirements and definitions set forth in E.O. 14168 as they relate to the use of these federal funds.

(B). Compliance with Federal Anti-Discrimination Laws

i. Materiality to Payment

The Subrecipient acknowledges that compliance with applicable Federal anti-discrimination laws is material to payment decisions under the False Claims Act.

ii. Certification of Programs

The Subrecipient certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate Federal anti-discrimination laws, and this certification is a material representation relied upon by the Grantee.

iii. Enforcement and False Claims Act

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The Subrecipient understands that a false certification may result in civil or criminal penalties under the False Claims Act, including treble damages.

iv. Flow-Down Requirement

The Subrecipient must include these provisions in all related sub-agreements, making them binding on subsequent sub-tier recipients.

(C). Certifications and Assurances

i. Anti-Discrimination

The Subrecipient certifies that it does not operate any programs that violate any applicable federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

ii. Scope of Compliance

This certification applies to all of the Subrecipient's operations, regardless of whether a specific program is federally funded, in accordance with the Civil Rights Restoration Act of 1987.

iii. Continued Compliance

The Subrecipient shall immediately notify Grantee if it becomes the subject of a federal civil rights investigation or if a court of law finds it in violation of any anti-discrimination statutes.

(D). Restriction on Use of Funds for Elective Abortions

The Subrecipient shall not use any grant funds provided under this Agreement to fund, perform, or promote elective abortions, as required by Executive Order 14182, "Enforcing the Hyde Amendment" (January 24, 2025). This restriction applies to all direct and indirect expenditures, except in cases of rape, incest, or where a physician certifies the abortion is necessary to save the woman's life.

(E). Compliance with Executive Orders and Federal Law

"Notwithstanding any language to the contrary in the Federal Award, the Notice of Funding Opportunity (NOFO), or the Subrecipient's Application, this Subaward shall not be governed by Executive Orders revoked by Executive Order 14154 (issued January 20, 2025), including but not limited to Executive Order 14008. Furthermore, any requirements within the NOFO or Federal Award that implement revoked Executive Orders are hereby deemed inapplicable to this Subaward."

(F). Compliance with PRWORA for Nonprofit Subrecipients

i. Statutory Exemption

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Pursuant to 8 U.S.C. § 1642(d), the Subrecipient, as a nonprofit charitable organization, is exempt from the requirement to determine, verify, or require proof of an applicant's immigration status for the provision of Federal public benefits.

ii. Voluntary Verification

Notwithstanding this exemption, nothing in this agreement prohibits the Subrecipient from conducting such verifications voluntarily to ensure program integrity.

iii. Adherence to Eligibility Standards

The Subrecipient remains responsible for ensuring that the Federal funds provided under this award are used in accordance with all applicable Federal statutes, including restrictions on the provision of benefits to non-qualified aliens, even if formal verification is not mandated.

iv. Reporting and Monitoring

The Subrecipient shall cooperate with the Grantee's monitoring efforts to ensure overall program compliance with federal award terms and conditions.

(G). Immigration Compliance

The Subrecipient certifies and agrees that it shall not use any funding provided under this Agreement in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation. This includes, but is not limited to, maintaining any policy or practice that materially impedes the enforcement of federal immigration statutes and regulations.

(H). Compliance with Immigration Status Verification Requirements

i. Verification of Benefit Eligibility

The Subrecipient (Non-Profit Organization) shall ensure that any Federal public benefit provided under this Agreement is distributed only to eligible individuals. In accordance with federal law, the subrecipient must use the Systematic Alien Verification for Entitlements (SAVE) program, or an equivalent verification system approved by the federal government, to verify the immigration status of applicants. This system must be utilized to prevent the provision of benefits to any ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

ii. Administrative Responsibility

The subrecipient is responsible for registering for SAVE through USCIS and maintaining all necessary records to demonstrate compliance with these verification requirements during the term of this contract.

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(I). Participation of Faith-Based Organizations

The Grantee shall ensure that faith-based organizations are eligible to be subrecipients on the same basis as any other organization. In the selection of subrecipients, the Grantee shall not discriminate against an organization based on its religious character, affiliation, or exercise. All subawards shall be made on the basis of merit, free from political or religious interference.

Provisions in 2 CFR § 200:

i. Prohibition on Inherently Religious Activities

Funds must not be used for "explicitly religious activities" such as worship, religious instruction, or proselytization.

ii. Separation of Programs

Any such religious activities must be offered separately in time or location from the programs funded by the grant.

iii. Voluntary Participation

Participation in any religious activities by beneficiaries must be strictly voluntary; they cannot be a condition for receiving services.

iv. Retention of Religious Identity

Explicitly state that the FBO retains its independence and authority over internal governance, including the right to use religious terms in its name and select board members on a religious basis.

XII. PROGRAM-SPECIFIC REQUIREMENTS

(A). Environmental Review

Environmental Review. The Grantee agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Grantee is a state, the Grantee must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

(B). Public Use

The Grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include

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economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater- related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

(C). Prohibition on Selling, Trading, and Transferring Funds

The Subrecipient or Grantee may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

(D). Construction of Water and Sewer Facilities

Notwithstanding any other provision of this agreement, the Grantee may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

(E). Funds for For-Profit Entities

Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.

(F). Violence Against Women Act

The Subrecipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

XIII. SEVERABILITY

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

XIV. SECTION HEADINGS AND SUBHEADINGS

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

XV. WAIVER

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

XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, or oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, standing, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS THEREOF, the Grantee and the Subrecipient have executed this Agreement on this the 22nd day of January, 2026.

THE CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

HATCH HSV, INC.

By: Signed by: 0146C353DDEE47B... _____
Its Authorizing Official

ATTEST:

Signed by: C0560A81A16F45D... _____

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-76

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Heritage Home, Inc. dba His Way Recovery Center for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 15,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: 582 Shields Road NW, Huntsville, AL 35811
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: Agreement with His Way Recovery Center to use CDBG funds to pay for administrative salaries of personnel overseeing the Professional Development and Career Readiness Program.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6464

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Heritage Home, Inc. dba His Way Recovery Center for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 15,000.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: 582 Shields Road NW, Huntsville, AL 35811
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: Agreement with His Way Recovery Center to use CDBG funds to pay for administrative salaries of personnel overseeing the Professional Development and Career Readiness Program.

RESOLUTION NO. 26 – ____

WHEREAS, the City of Huntsville, Alabama received a grant under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development, herein after referred to as HUD, known as Grant No. B-25-MC-01-0005; and

WHEREAS, the City desires to pass along a portion of the funds from Grant No. B-25-MC-01-0005 to Heritage Home, Inc. d/b/a His Way Recovery Center in accordance with the terms of the said grant; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested, and directed to enter into an agreement with Heritage Home, Inc. dba His Way Recovery Center said contract being substantially similar in words and figures to that document identified as "Agreement Between the City of Huntsville, Alabama and Heritage Home, Inc. dba His Way Recovery Center," consisting of twenty-two (22) pages, with the signature of the Council President or President Pro Tem, and the date January 22, 2026 on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

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STATE OF ALABAMA)

COUNTY OF MADISON)

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND HERITAGE HOME, INC. DBA HIS WAY RECOVERY CENTER"

THIS AGREEMENT, entered into this the 22nd day of January, 2026 between the City of Huntsville, Alabama, hereinafter referred to as the Grantee, and Heritage Home, Inc. dba His Way Recovery Center, hereinafter referred to as the Subrecipient.

WHEREAS, the Grantee has received grant funds, known as Grant No. B-25-MC-01-0005 from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

(A). Activities

The Subrecipient will be responsible for administering the CDBG 2025 Professional Development and Career Readiness Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such programs will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1: Subrecipient will administer a program which provides essential digital literacy, G.E.D. preparation, job-readiness training, and employment navigation support to low- to moderate-income individuals in substance abuse recovery.

General Administration

CDBG funds will be used to pay for administrative salaries of personnel that oversee the Professional Development and Career Readiness Program. The Subrecipient shall provide for the administration of the program for the term of this agreement.

President of the City Council
City of Huntsville, Alabama
Date: January 22, 2026

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(B). National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the Low Mod Limited Clientele National Objective benefiting families, individuals, and the community with increasing the quality for youth, through educational and mentoring programs.

(C). Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity (ies)	Total Individuals
Subrecipient will provide administrative support for low- to moderate-income individuals participating in the Professional Development and Career Readiness Program.	25

Documentation must be provided to show that participants reside in the City of Huntsville, Alabama.

(D). Staffing

Staffing consists of an Executive Director, Program Administrator and Caseworkers used to assess the property and clients' needs.

(E). Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. The Subrecipient is required to submit monthly and annual performance reports as provided by the Grantee. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on July 1, 2025 and end on June 1, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

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III. BUDGET

COST DIVISION	AMOUNT
Administrative Salaries	$ 15,000.00
TOTAL:	**$ 15,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Both the Grantee and the Subrecipient must approve any amendments to the budget in writing.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$15,000.00** for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance. Payments are made on a reimbursement basis and the Subrecipient shall not receive any fund advances.

Payments will be made contingent upon the receipt of a monthly performance report and may also be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.305. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

V. NOTICES

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

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

GRANTEE
City of Huntsville Department of Community Development
305 Fountain Circle
Huntsville, AL 35801
256-427-5400 (Office)

SUBRECIPIENT
His Way Recovery Center
582 Shields Road
Huntsville, Alabama 35811
Phone: 256-859-7377

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VI. GENERAL CONDITIONS

(A). General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

(B). "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

(C). Hold Harmless

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

(D). Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

(E). Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.427 and 200.447, Bonding and Insurance.

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(F). Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

(G). Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

(H). Suspension or Termination

In accordance with 2 CFR Part 200.338 – 200.342, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

iii. Failure of the Subrecipient to submit monthly performance reports;

iv. Ineffective or improper use of funds provided under this Agreement; or

v. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Appendix II, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines

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that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

(A). Financial Management

i. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR part 200 Appendix IV, "Cost Principles for Non-Profit Organizations," or 2 CFR Part 200 Appendix III, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(B). Documentation and Record Keeping

i. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(f) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.333; and

(g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

ii. Retention

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The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

iv. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

v. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds.

vi. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200.333.

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(C). Reporting and Payment Procedures

i. Program Income

The Subrecipient shall not retain any Program Income.

ii. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

iii. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Payments are made as a reimbursement to the Subrecipient; no grant funds advances are allowable.

iv. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

(D). Procurement

i. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

ii. Standards

The Subrecipient shall procure services and materials in accordance with the requirements 2 CFR Part 200.317 – 200.326. Copies of said regulations are provided and by execution of this Agreement, the Subrecipient acknowledges their receipt.

iii. Travel

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The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

iv. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.310 – 200.316 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

(a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

(c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

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IX. PERSONNEL AND PARTICIPANT CONDITIONS

(A). Civil Rights

i. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders. In addition, the Subrecipient agrees to comply with 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(B). Affirmative Action

i. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

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ii. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

vi. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors

(C). Employment Restrictions

i. Prohibited Activity

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

ii. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. "Section 3" Clause

(a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:
"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of

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the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

(b) Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(c) Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(D). Conduct

i. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to

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become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

ii. Subcontracts

(a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

(b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

iii. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200.112 and 570.611, which include (but are not limited to) the following:

(a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

v. Lobbying

The Subrecipient hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

(d) Lobbying Certification

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, U.S.C. 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.

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vi. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

(A). Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

(B). Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(C). Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms,

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treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

(D). Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.
In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. POLICY REQUIREMENTS

(A). Prohibited Uses of Funds related to Gender Ideology

The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government. The Subrecipient further understands and agrees to comply with all requirements and definitions set forth in E.O. 14168 as they relate to the use of these federal funds.

(B). Compliance with Federal Anti-Discrimination Laws

i. Materiality to Payment

The Subrecipient acknowledges that compliance with applicable Federal anti-discrimination laws is material to payment decisions under the False Claims Act.

ii. Certification of Programs

The Subrecipient certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate Federal anti-discrimination laws, and this certification is a material representation relied upon by the Grantee.

iii. Enforcement and False Claims Act

The Subrecipient understands that a false certification may result in civil or criminal penalties under the False Claims Act, including treble damages.

iv. Flow-Down Requirement

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The Subrecipient must include these provisions in all related sub-agreements, making them binding on subsequent sub-tier recipients.

(C). Certifications and Assurances

i. Anti-Discrimination

The Subrecipient certifies that it does not operate any programs that violate any applicable federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

ii. Scope of Compliance

This certification applies to all of the Subrecipient's operations, regardless of whether a specific program is federally funded, in accordance with the Civil Rights Restoration Act of 1987.

iii. Continued Compliance

The Subrecipient shall immediately notify Grantee if it becomes the subject of a federal civil rights investigation or if a court of law finds it in violation of any anti-discrimination statutes.

(D). Restriction on Use of Funds for Elective Abortions

The Subrecipient shall not use any grant funds provided under this Agreement to fund, perform, or promote elective abortions, as required by Executive Order 14182, "Enforcing the Hyde Amendment" (January 24, 2025). This restriction applies to all direct and indirect expenditures, except in cases of rape, incest, or where a physician certifies the abortion is necessary to save the woman's life.

(E). Compliance with Executive Orders and Federal Law

"Notwithstanding any language to the contrary in the Federal Award, the Notice of Funding Opportunity (NOFO), or the Subrecipient's Application, this Subaward shall not be governed by Executive Orders revoked by Executive Order 14154 (issued January 20, 2025), including but not limited to Executive Order 14008. Furthermore, any requirements within the NOFO or Federal Award that implement revoked Executive Orders are hereby deemed inapplicable to this Subaward."

(F). Compliance with PRWORA for Nonprofit Subrecipients

i. Statutory Exemption

Pursuant to 8 U.S.C. § 1642(d), the Subrecipient, as a nonprofit charitable organization, is exempt from the requirement to determine, verify, or require proof of an applicant's immigration status for the provision of Federal public benefits.

ii. Voluntary Verification

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Notwithstanding this exemption, nothing in this agreement prohibits the Subrecipient from conducting such verifications voluntarily to ensure program integrity.

iii. Adherence to Eligibility Standards

The Subrecipient remains responsible for ensuring that the Federal funds provided under this award are used in accordance with all applicable Federal statutes, including restrictions on the provision of benefits to non-qualified aliens, even if formal verification is not mandated.

iv. Reporting and Monitoring

The Subrecipient shall cooperate with the Grantee's monitoring efforts to ensure overall program compliance with federal award terms and conditions.

(G). Immigration Compliance

The Subrecipient certifies and agrees that it shall not use any funding provided under this Agreement in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation. This includes, but is not limited to, maintaining any policy or practice that materially impedes the enforcement of federal immigration statutes and regulations.

(H). Compliance with Immigration Status Verification Requirements

i. Verification of Benefit Eligibility

The Subrecipient (Non-Profit Organization) shall ensure that any Federal public benefit provided under this Agreement is distributed only to eligible individuals. In accordance with federal law, the subrecipient must use the Systematic Alien Verification for Entitlements (SAVE) program, or an equivalent verification system approved by the federal government, to verify the immigration status of applicants. This system must be utilized to prevent the provision of benefits to any ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

ii. Administrative Responsibility

The subrecipient is responsible for registering for SAVE through USCIS and maintaining all necessary records to demonstrate compliance with these verification requirements during the term of this contract.

(I). Participation of Faith-Based Organizations

The Grantee shall ensure that faith-based organizations are eligible to be subrecipients on the same basis as any other organization. In the selection of subrecipients, the Grantee shall not discriminate against an organization based on its religious character, affiliation, or exercise. All subawards shall be made on the basis of merit, free from political or religious interference.

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Provisions in 2 CFR § 200:

i. Prohibition on Inherently Religious Activities

Funds must not be used for "explicitly religious activities" such as worship, religious instruction, or proselytization.

ii. Separation of Programs

Any such religious activities must be offered separately in time or location from the programs funded by the grant.

iii. Voluntary Participation

Participation in any religious activities by beneficiaries must be strictly voluntary; they cannot be a condition for receiving services.

iv. Retention of Religious Identity

Explicitly state that the FBO retains its independence and authority over internal governance, including the right to use religious terms in its name and select board members on a religious basis.

XII. PROGRAM-SPECIFIC REQUIREMENTS

(A). Environmental Review

Environmental Review. The Grantee agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Grantee is a state, the Grantee must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

(B). Public Use

The Grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater- related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and

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Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

(C). Prohibition on Selling, Trading, and Transferring Funds

The Subrecipient or Grantee may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

(D). Construction of Water and Sewer Facilities

Notwithstanding any other provision of this agreement, the Grantee may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

(E). Funds for For-Profit Entities

Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.

(F). Violence Against Women Act

The Subrecipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

XIII. SEVERABILITY

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

XIV. SECTION HEADINGS AND SUBHEADINGS

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

XV. WAIVER

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

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XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, or oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, standing, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS THEREOF, the Grantee and the Subrecipient have executed this Agreement on this the 22nd day of January, 2026.

THE CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

HERITAGE HOME, INC. DBA HIS WAY RECOVERY CENTER

By: DocuSigned by: Tom Reynolds 4BC36F9E1C1B489...
Its Authorizing Official

ATTEST:

DocuSigned by: Brenda Newman 8920667D6DF748E...

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-77

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and New Futures, Inc. for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 17,800.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: City Wide
District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments: Agreement with New Futures to use CDBG funds to pay for the administrative salary of a Housing Navigator.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6465

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and New Futures, Inc. for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 17,800.00

Grant Title - CFDA or granting Agency: CDBG - HUD

Resolution #: NA

Location: (list below)

Address: City Wide
District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments: Agreement with New Futures to use CDBG funds to pay for the administrative salary of a Housing Navigator.

RESOLUTION NO. 26 – ____

WHEREAS, the City of Huntsville, Alabama received a grant under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development, herein after referred to as HUD, known as Grant No. B-25-MC-01-0005; and

WHEREAS, the City desires to pass along a portion of the funds from Grant No. B-25-MC-01-0005 to New Futures, Inc. in accordance with the terms of the said grant; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested, and directed to enter into an agreement with New Futures, Inc. said contract being substantially similar in words and figures to that document identified as "Agreement Between the City of Huntsville, Alabama and New Futures, Inc.," consisting of twenty-two (22) pages, with the signature of the Council President or President Pro Tem, and the date January 22, 2026 on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

Docusign Envelope ID: 684F4C0D-ACAD-4FF6-965B-3AC8B0D5C377

STATE OF ALABAMA)

COUNTY OF MADISON)

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND NEW FUTURES, INC."

THIS AGREEMENT, entered into this the 22nd day of January, 2026 between the City of Huntsville, Alabama, hereinafter referred to as the Grantee, and New Futures, Inc., hereinafter referred to as the Subrecipient.

WHEREAS, the Grantee has received grant funds, known as Grant No. B-25-MC-01-0005 from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

(A). Activities

The Subrecipient will be responsible for administering the CDBG 2025 Housing Navigation Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activity eligible under the Community Development Block Grant program:

Program Delivery

Activity #1: Subrecipient will administer a program which provides a Housing Navigator professional to help secure needed resources for the successful transition and placement of those who are homeless.

General Administration

CDBG funds will be used to pay for administrative salaries of personnel that oversee the Professional Development and Career Readiness Program. The Subrecipient shall provide for the administration of the program for the term of this agreement.

President of the City Council
City of Huntsville, Alabama
Date: January 22, 2026

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(B). National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the Low Mod Limited Clientele National Objective benefiting families, individuals, and the community with increasing the quality for youth, through educational and mentoring programs.

(C). Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity (ies)	Total Individuals
Subrecipient will provide housing navigation support for low- to moderate-income individuals seeking resources for successful transition and housing placement.	150

Documentation must be provided to show that participants reside in the City of Huntsville, Alabama.

(D). Staffing

Staffing consists of an Executive Director, Program Administrator and Caseworkers used to assess the property and clients' needs.

(E). Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. The Subrecipient is required to submit monthly and annual performance reports as provided by the Grantee. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on July 1, 2025 and end on June 1, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

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III. BUDGET

COST DIVISION	AMOUNT
Administrative Salaries	$ 17,800.00
TOTAL:	**$ 17,800.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Both the Grantee and the Subrecipient must approve any amendments to the budget in writing.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$17,800.00** for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance. Payments are made on a reimbursement basis and the Subrecipient shall not receive any fund advances.

Payments will be made contingent upon the receipt of a monthly performance report and may also be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.305. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

V. NOTICES

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

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

GRANTEE
City of Huntsville Department of Community Development
305 Fountain Circle
Huntsville, AL 35801
256-427-5400 (Office)

SUBRECIPIENT
New Futures, Inc.
3419 Venona Avenue NW
Huntsville, Alabama 35810
Phone: 256-929-3215

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VI. GENERAL CONDITIONS

(A). General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

(B). "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

(C). Hold Harmless

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

(D). Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

(E). Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.427 and 200.447, Bonding and Insurance.

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(F). Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

(G). Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

(H). Suspension or Termination

In accordance with 2 CFR Part 200.338 – 200.342, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

iii. Failure of the Subrecipient to submit monthly performance reports;

iv. Ineffective or improper use of funds provided under this Agreement; or

v. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Appendix II, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines

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that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

(A). Financial Management

i. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR part 200 Appendix IV, "Cost Principles for Non-Profit Organizations," or 2 CFR Part 200 Appendix III, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(B). Documentation and Record Keeping

i. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(f) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.333; and

(g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

ii. Retention

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The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

iv. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

v. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds.

vi. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200.333.

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(C). Reporting and Payment Procedures

i. Program Income

The Subrecipient shall not retain any Program Income.

ii. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

iii. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Payments are made as a reimbursement to the Subrecipient; no grant funds advances are allowable.

iv. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

(D). Procurement

i. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

ii. Standards

The Subrecipient shall procure services and materials in accordance with the requirements 2 CFR Part 200.317 – 200.326. Copies of said regulations are provided and by execution of this Agreement, the Subrecipient acknowledges their receipt.

iii. Travel

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The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

iv. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.310 – 200.316 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

(a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

(c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

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IX. PERSONNEL AND PARTICIPANT CONDITIONS

(A). Civil Rights

i. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders. In addition, the Subrecipient agrees to comply with 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(B). Affirmative Action

i. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

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ii. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

vi. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors

(C). Employment Restrictions

i. Prohibited Activity

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

ii. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. "Section 3" Clause

(a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:
"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of

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the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

(b) Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(c) Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(D). Conduct

i. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to

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become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

ii. Subcontracts

(a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

(b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

iii. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200.112 and 570.611, which include (but are not limited to) the following:

(a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

v. Lobbying

The Subrecipient hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

(d) Lobbying Certification

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, U.S.C. 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.

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vi. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

(A). Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

(B). Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(C). Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms,

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treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

(D). Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.
In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. POLICY REQUIREMENTS

(A). Prohibited Uses of Funds related to Gender Ideology

The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government. The Subrecipient further understands and agrees to comply with all requirements and definitions set forth in E.O. 14168 as they relate to the use of these federal funds.

(B). Compliance with Federal Anti-Discrimination Laws

i. Materiality to Payment

The Subrecipient acknowledges that compliance with applicable Federal anti-discrimination laws is material to payment decisions under the False Claims Act.

ii. Certification of Programs

The Subrecipient certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate Federal anti-discrimination laws, and this certification is a material representation relied upon by the Grantee.

iii. Enforcement and False Claims Act

The Subrecipient understands that a false certification may result in civil or criminal penalties under the False Claims Act, including treble damages.

iv. Flow-Down Requirement

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The Subrecipient must include these provisions in all related sub-agreements, making them binding on subsequent sub-tier recipients.

(C). Certifications and Assurances

i. Anti-Discrimination

The Subrecipient certifies that it does not operate any programs that violate any applicable federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

ii. Scope of Compliance

This certification applies to all of the Subrecipient's operations, regardless of whether a specific program is federally funded, in accordance with the Civil Rights Restoration Act of 1987.

iii. Continued Compliance

The Subrecipient shall immediately notify Grantee if it becomes the subject of a federal civil rights investigation or if a court of law finds it in violation of any anti-discrimination statutes.

(D). Restriction on Use of Funds for Elective Abortions

The Subrecipient shall not use any grant funds provided under this Agreement to fund, perform, or promote elective abortions, as required by Executive Order 14182, "Enforcing the Hyde Amendment" (January 24, 2025). This restriction applies to all direct and indirect expenditures, except in cases of rape, incest, or where a physician certifies the abortion is necessary to save the woman's life.

(E). Compliance with Executive Orders and Federal Law

"Notwithstanding any language to the contrary in the Federal Award, the Notice of Funding Opportunity (NOFO), or the Subrecipient's Application, this Subaward shall not be governed by Executive Orders revoked by Executive Order 14154 (issued January 20, 2025), including but not limited to Executive Order 14008. Furthermore, any requirements within the NOFO or Federal Award that implement revoked Executive Orders are hereby deemed inapplicable to this Subaward."

(F). Compliance with PRWORA for Nonprofit Subrecipients

i. Statutory Exemption

Pursuant to 8 U.S.C. § 1642(d), the Subrecipient, as a nonprofit charitable organization, is exempt from the requirement to determine, verify, or require proof of an applicant's immigration status for the provision of Federal public benefits.

ii. Voluntary Verification

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Notwithstanding this exemption, nothing in this agreement prohibits the Subrecipient from conducting such verifications voluntarily to ensure program integrity.

iii. Adherence to Eligibility Standards

The Subrecipient remains responsible for ensuring that the Federal funds provided under this award are used in accordance with all applicable Federal statutes, including restrictions on the provision of benefits to non-qualified aliens, even if formal verification is not mandated.

iv. Reporting and Monitoring

The Subrecipient shall cooperate with the Grantee's monitoring efforts to ensure overall program compliance with federal award terms and conditions.

(G). Immigration Compliance

The Subrecipient certifies and agrees that it shall not use any funding provided under this Agreement in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation. This includes, but is not limited to, maintaining any policy or practice that materially impedes the enforcement of federal immigration statutes and regulations.

(H). Compliance with Immigration Status Verification Requirements

i. Verification of Benefit Eligibility

The Subrecipient (Non-Profit Organization) shall ensure that any Federal public benefit provided under this Agreement is distributed only to eligible individuals. In accordance with federal law, the subrecipient must use the Systematic Alien Verification for Entitlements (SAVE) program, or an equivalent verification system approved by the federal government, to verify the immigration status of applicants. This system must be utilized to prevent the provision of benefits to any ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

ii. Administrative Responsibility

The subrecipient is responsible for registering for SAVE through USCIS and maintaining all necessary records to demonstrate compliance with these verification requirements during the term of this contract.

(I). Participation of Faith-Based Organizations

The Grantee shall ensure that faith-based organizations are eligible to be subrecipients on the same basis as any other organization. In the selection of subrecipients, the Grantee shall not discriminate against an organization based on its religious character, affiliation, or exercise. All subawards shall be made on the basis of merit, free from political or religious interference.

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Provisions in 2 CFR § 200:

i. Prohibition on Inherently Religious Activities

Funds must not be used for "explicitly religious activities" such as worship, religious instruction, or proselytization.

ii. Separation of Programs

Any such religious activities must be offered separately in time or location from the programs funded by the grant.

iii. Voluntary Participation

Participation in any religious activities by beneficiaries must be strictly voluntary; they cannot be a condition for receiving services.

iv. Retention of Religious Identity

Explicitly state that the FBO retains its independence and authority over internal governance, including the right to use religious terms in its name and select board members on a religious basis.

XII. PROGRAM-SPECIFIC REQUIREMENTS

(A). Environmental Review

Environmental Review. The Grantee agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Grantee is a state, the Grantee must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

(B). Public Use

The Grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater- related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and

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Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

(C). Prohibition on Selling, Trading, and Transferring Funds

The Subrecipient or Grantee may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

(D). Construction of Water and Sewer Facilities

Notwithstanding any other provision of this agreement, the Grantee may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

(E). Funds for For-Profit Entities

Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.

(F). Violence Against Women Act

The Subrecipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

XIII. SEVERABILITY

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

XIV. SECTION HEADINGS AND SUBHEADINGS

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

XV. WAIVER

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

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XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, or oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, standing, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS THEREOF, the Grantee and the Subrecipient have executed this Agreement on this the 22nd day of January, 2026.

THE CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

NEW FUTURES, INC.

By: Signed by: Tayna Rains 72583C80EA214C2... _____
Its Authorizing Official

ATTEST:

Signed by: Lou Justice 08A2AB9F33D44F6... _____

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-78

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into agreement between the City of Huntsville, Alabama and Family Services Center, Inc., acting as a Community Housing Development Organization, for the use of Home Investment Partnerships Program (HOME) funds to construct affordable housing at Kildare Street (APN # 13810), Huntsville, Alabama 35811.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $0.00

Total Cost: $0.00

Special Circumstances:

Grant Funded: $247,750.00

Grant Title - CFDA or granting Agency: HUD: Home Investment Partnerships Program (HOME) funds

Resolution #: N/A

Location: (list below)

Address: Kildare Street (APN # 13810), Huntsville, Alabama 35811
District: District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6456

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into agreement between the City of Huntsville, Alabama and Family Services Center, Inc., acting as a Community Housing Development Organization, for the use of Home Investment Partnerships Program (HOME) funds to construct affordable housing at Kildare Street (APN # 13810), Huntsville, Alabama 35811.

Choose an item.

Finance Information:

Account Number: 515520

City Cost Amount: $0.00

Total Cost: $0.00

Special Circumstances:

Grant Funded: $247,750.00

Grant Title - CFDA or granting Agency: HUD: Home Investment Partnerships Program (HOME) funds

Resolution #: Click or tap here to enter text.

Location: (list below)

Address: Kildare Street (APN # 13810), Huntsville, Alabama 35811
District: District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 26-_____

WHEREAS, the City of Huntsville, Alabama received grants from the United States Department of Housing and Urban Development, hereinafter referred to as HUD, whereby certain funds were provided to the City under the provisions of the HOME Investments Partnership Act, as amended; and,

WHEREAS, FAMILY SERVICES CENTER, INC., an Alabama non-profit corporation, has met all requirements of the Act regarding its status as a Community Housing Development Organization (CHDO); and,

WHEREAS, the City of Huntsville certified FAMILY SERVICES CENTER, INC. as a Community Housing Development Organization (CHDO); and,

WHEREAS, the City desires to engage FAMILY SERVICES CENTER, INC., to provide certain services under provisions of the Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an agreement with FAMILY SERVICES CENTER,INC., said agreement being substantially similar in words and figures to that document identified as "Agreement between the City of Huntsville, Alabama and Family Services Center, Inc., acting as a Community Housing Development Organization, for the use of Home Investment Partnership Funds to Construct Affordable Housing at Kildare Street (APN # 13810), Huntsville, Alabama 35811," consisting of twenty-three (26) pages, including Exhibits A and B and one Addendum, with the signature of the Council President or President Pro tem, and the date January 22, 2026, appearing on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND FAMILY SERVICES CENTER, INC., ACTING AS A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION, FOR THE USE OF HOME INVESTMENT PARTNERSHIPS FUNDS TO CONSTRUCT AFFORDABLE HOUSING AT KILDARE STREET (APN #13810), HUNTSVILLE, AL 35811

THIS AGREEMENT, entered into this the 22nd day of January 2026, by and between the City of Huntsville, Alabama, a municipal corporation, hereinafter referred to as the CITY, and, Family Services Center, Inc., an Alabama non-profit corporation, hereinafter referred to as the DEVELOPER.

NOW, THEREFORE, for consideration as hereinafter provided, the parties hereto do mutually agree as follows:

PART I

I. PROJECT DESCRIPTION. The DEVELOPER shall provide management of a Community Housing Development Organization (CHDO) program that will involve homeownership opportunities for low- and moderate-income families that meet HOME program income eligibility criteria. The CITY shall provide a total of **$247,750.00** in HOME funds for activities associated with the program. Funds shall be expended as described in Part I, Section VI of this Agreement. The DEVELOPER shall receive CHDO Operating funds for eligible operating expenses such as salaries/benefits, rent/mortgage, utilities and any other HUD-approved operating expense related to this project, which will be detailed under separate contract.

II. PROJECT LOCATION. All records related to the DEVELOPER shall be maintained at the DEVELOPER'S office located at 520 Madison Street Southeast, Huntsville, Alabama 35801.

III. SERVICES TO BE PROVIDED. The DEVELOPER shall, in a satisfactory and proper manner, as determined by the Community Development Department (CDD) of the CITY, perform the following services:

President of the City Council
City of Huntsville, Alabama
Date: January 22, 2026

A. The DEVELOPER will provide for the administration and oversight of its project that includes acquisition, new construction, and a homeownership program for low-income families.

B. The CITY will provide funds for the construction of One (1) three-bedroom house for low- and moderate-income families. The house will be located at Kildare Street (APN #13810), within the CITY limits of Huntsville, AL and the CITY will provide a maximum of **$247,750.00** in HOME funds for this purpose.

IV. TIME OF PERFORMANCE. All activities to be undertaken by the DEVELOPER will be undertaken beginning on January 22, 2026. All activities utilizing HOME funds, other than monitoring activities which continue for the duration of the period of affordability, will be completed by January 22, 2028. All documentation shall be completed no later than January 22, 2028.

V. CHDO PROCEEDS. Proceeds are to be retained by the DEVELOPER for additional HOME eligible activities approved by the CITY.

The DEVELOPER shall perform according to the following schedule:

Program Element	**Deadline**
• Execute Contract for Project	January 22, 2026
• Project Start Date	January 22, 2026
• Project Homeownership Sale Started	January 22, 2026
• Pre-construction Conference	February 3, 2026
• Construction Completion Date	June 22, 2027
• Project Homeownership Completed	January 22, 2028
• Monitoring Period	5-15 years for each home in accordance with the applicable period of affordability as calculated per home sale.

This schedule is subject to change by mutual agreement of both parties executed in writing and signed by a duly authorized representative of each entity.

VI. **COMPENSATION AND METHOD OF PAYMENT:**

After receipt of funds, the DEVELOPER shall make payment of expenses to the vendor(s) or employee(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the DEVELOPER. HOME assistance shall not exceed the total amount of **$247,750.00** (Two hundred forty-seven thousand seven hundred fifty and 00\100 dollars) for all services required hereunder, depending on funding availability *(hereinafter "Grant")* for performance under this Agreement, as follows:

A. Based on the approved budget, partial payments shall be made upon presentation of (i) purchase agreements and invoices, and/or (ii) other source documents. Payments will be made on a reimbursement basis for eligible expenses actually incurred by the DEVELOPER.

B. All payments under this agreement are subject to receipt by the CITY of sufficient federal funds for the HOME Investment Partnerships program. HOME Investment Partnerships funds shall be drawn from the U.S. Treasury by the CITY through the Integrated Disbursement and Information System (IDIS). The CITY shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the CITY as approved by HUD. Any termination, reduction or delay of receipt of HOME Investment Partnerships funds to the CITY shall, at the option of the CITY, result in the termination, reduction or delay of HOME Investment Partnerships funds to the DEVELOPER.

C. Funds provided to the DEVELOPER shall be deposited within 10 business days from the date of disbursement to the DEVELOPER by the CITY.

D. The HOME funds disbursed pursuant to this Agreement shall be utilized as follows:

Kildare Street (APN #13810)

One 3-bedroom Home Land	
Construction	$ 48,500.00
Fees & Professional Services	$186,000.00
Contingency	$ 1,250.00
	$ 12,000.00
***Total Construction**	**$247,750.00**
Developer Fee (15%)	N/A
Total Projected Cost	**$247,750.00**

* *Cost listed here are estimated, actual cost may transfer line-item amounts by up to 10%*

COST CATEGORY

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
515520	**New Construction**	**$247,750.00**
	TOTAL	**$247,750.00**

* Cost associated with but not limited to construction, liability insurance, utilities, appraisals, real estate fees, legal fees, consultants, professional services, surveys and any other cost associated with creation of housing units are reimbursable expenses for the agency until execution of sales contract to homeowner.

E. Any pre-development costs will be considered eligible costs provided the costs are

incurred no more than 90 days before the contract is executed.

F. Earnest money held by a third party for property acquisition will be an eligible expense provided the completion of purchase is after the execution of this contract.

G. Upon sale of the property, within seven (7) calendar days, the DEVELOPER will remit a copy of the Settlement Statement and a copy of the check received at closing, or bank statement showing the deposit, to the CITY.

H. The DEVELOPER is responsible for selling the property to a low- or moderate-income individual or family. If the property has not sold or is not under contract for sale within 9 months of the Certificate of Occupancy, the property will be required to be converted to rental property per HUD requirements 24 CFR 92.252.

VI. FEDERAL FUNDS. It is mutually understood by the parties hereto that this contract is subject to the continued availability of federal funds and no other funds of the CITY will be made available for funding this Agreement.

VII. REQUESTS FOR DISBURSEMENT FUNDS. The DEVELOPER may not request disbursement of funds under this agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

PART II
HOME FUNDING -TERMS, CONDITIONS, REQUIREMENTS

The CITY and DEVELOPER hereby agree:

I. **GENERAL TERMS AND CONDITIONS:**

A. The DEVELOPER agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this contract. Said HOME regulations are published in 24 CFR Part 92. In the event of any conflict between this agreement and applicable laws and regulations governing the HOME funds and the use of the HOME funds, the applicable HOME program laws and regulations shall govern. Each and every provision of law, regulation or clause required by law to be inserted in this agreement shall be as though it were included herein. The DEVELOPER agrees to enter into any modifications of this Agreement reasonably required by the CITY to attain compliance with the requirements of the HOME program.

B. The CITY shall have no responsibility or liability for the maintenance, operation or program funding not outlined in this contract for the DEVELOPER.

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

FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the DEVELOPER is an independent contractor.

D. During the period of this Agreement, effective as of the start of the Project, the DEVELOPER shall, as a reimbursable expense, procure and maintain all-risk property damage and liability insurance. For the term of this agreement, the DEVELOPER shall list the CITY, its employees, and elected and appointed officials as additional insured on said property insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance and shall provide coverage of not less than $250,000 bodily injury per person, $500,000 bodily injury per occurrence, and $100,000 property damage. Proof of insurance shall be shown to the CITY by furnishing a copy of the certificate of insurance issued by an insurance company licensed to do business in the State of Alabama. The certificate of insurance shall include a statement guaranteeing that the insurance company shall notify the Community Development Coordinator within 30 days of the lapse of said policy. The DEVELOPER shall provide Workers' Compensation Insurance coverage as required by Alabama law for all employees involved in the performance of this contract.

E. Amounts paid pursuant to this Agreement shall be secured by a deed restriction and where appropriate, a mortgage.

F. In the event the DEVELOPER discontinues the provision of affordable housing as funded under this Agreement prior to the expiration of the period of affordability for this Agreement, the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the HOME Investment Partnerships funds under this Agreement shall revert to the CITY. If the property has been disposed of, then the CITY will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non-CITY HOME Investment Partnership funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.) Reversion of assets. Upon expiration of this agreement, the DEVELOPER must transfer to the CITY any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

G. All housing assisted with HOME Investment Partnerships funds shall be constructed in compliance with the property standards defined in 24 CFR 92.251(a) (1), (2) & (3), and any locally enforceable housing standards, laws, codes, ordinances, and zoning ordinances of the CITY. The housing must meet the accessibility requirements in the regulations referenced in 24 CFR Part 8 which implement Section 504 of Rehabilitation Act of 1973 (29 U.S.C. 794) and the design and construction requirements at 24 CFR 100.205 which implement the Fair Housing Act (42 U.S.C. 3601-3619).

H. DEVELOPERs that receive HOME Investment Partnerships funds shall maintain records indicating that an inspection of the housing was performed and at

a minimum a Certificate of Occupancy was provided for each assisted property.

I. All projects shall adhere to the project requirements found in Subpart F of 24 CFR Part 92, as applicable with the type of project assisted.

J. The DEVELOPER shall provide affordable homeownership housing for a minimum period of affordability beginning from the time each home is sold to an eligible occupant. All housing for acquisition by a family must meet the affordable housing requirements set forth in 24 CFR 92.254. According to HOME regulations, housing assisted with HOME Investment Partnerships funds shall have a deed restriction placed upon it at the time of sale, requiring adherence to the occupancy restriction of 24 CFR 92.254. The Deed Restriction approved by the CITY for use for homes sold pursuant to this Agreement is set forth as Exhibit "A" attached hereto and incorporated by reference into this Agreement. Such deed restriction contains the Period of Affordability Table and the applicable recapture requirements of 24 CFR 92.254 (a)(5)(ii) and shall be included in the purchase and sales agreement and deed in all sales transactions to eligible homeowners. With the concurrence of the CITY concerning the amounts of the HOME subsidy for each home sold as part of the Project, the DEVELOPER shall complete this Deed Restriction for inclusion in all home sales transactions. The period of affordability for each home sold shall be determined by the amount of HOME funded assistance provided to reduce the home selling price from appraised value to one of affordability (affordability subsidy) for people at income levels of 80% or less of Huntsville's median income. If down payment assistance will be provided, that amount will be added to/included in the total amount of assistance when determining the period of affordability length.

K. Monitoring by the DEVELOPER for compliance shall continue for the entire period of affordability for each home sold.

L. The DEVELOPER must comply with the requirements of 24 CFR 92.353 with regards to the displacement, relocation, and acquisition in order to minimize the displacement of persons as a result of this HOME assisted project.

M. News Media. Any publicity given to the project herein concerned shall recognize the CITY and the U.S. Department of Housing and Urban Development.

II. **PERFORMANCE AND REPORTING:**

A. The DEVELOPER shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the City of Huntsville, Alabama, Community Development Office, P. O. Box 308, Huntsville, Alabama 35804. Notice by both DEVELOPER and CITY shall be given by ordinary mail.

B. Until the completion of the Project and expenditure of all HOME Investment Partnerships funds disbursed under this Agreement, the DEVELOPER shall submit quarterly reports describing progress of the project activities. This report will be due 10 (ten) days after the end of each quarter, based upon the fiscal year (October 1 to September 30)

C. DEVELOPER shall provide the CITY with a Certified Statement of the Expenditure of Funds disbursed under this Agreement each fiscal year.

D. DEVELOPERS that receive HOME Investment Partnerships funds for homeowner assistance shall maintain records of determination of each homeowner's eligibility and eligibility as a family at the time the household(s) receive the assistance.

E. For projects with a HOME grant or loan of $1,000,000 or more (including all funding sources), an audit report which discloses the expenditure of HOME Investment Partnerships funds allocated for this Project, shall be submitted in accordance with 2 CFR part 230, subpart F.

F. No reporting requirements for the CITY's HOME funds shall extend beyond the final annual report that is due on November 1, in the last year of the period of affordability.

III. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

A. The DEVELOPER shall promptly furnish the CITY or HUD with any financial records, statements, other records, data and information as the CITY or HUD may reasonably request pertaining to this Agreement.

B. During the term of this Agreement, any time during normal business hours, the DEVELOPER shall make available and accessible to the CITY, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of the DEVELOPER'S records in order to permit examination of any books, documents, papers, audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.

C. The DEVELOPER shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement for a

period of five (5) years after the termination of this Agreement.

D. All audit findings, reports, studies, and any other information or data prepared or assembled by the DEVELOPER under the terms of this agreement are confidential in nature, and the DEVELOPER agrees that they shall not be made available to any individual or organization, other than to an agent of the United States Government, without the prior written approval of the CITY.

E. Additional guidelines for reports and retention of records are set forth in Exhibit "B" of this Agreement which is attached hereto.

IV. **ADMINISTRATIVE REQUIREMENTS:**

A. FINANCIAL MANAGEMENT

1. Accounting Standards. The DEVELOPER agrees to comply with 2 CFR part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. As a minimum the DEVELOPER's financial management system shall provide for:

   a. Accurate, current, and complete disclosure of the financial results of each federally sponsored project or program in accordance with the reporting requirements. When a Federal sponsoring DEVELOPER requires reporting on an accrual basis, the DEVELOPER shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports based on an analysis of the documentation on hand.

   b. Records that identify adequately the source and application of funds for federally sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

   c. Effective control over and accountability for all funds, property and other assets. The DEVELOPER shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

   d. Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring DEVELOPER, financial information should be related to performance and unit cost data.

   e. Procedures to minimize the time elapsing between the receipt of funds from the CITY by CDD and the disbursement by the DEVELOPER within two (2) working days.

f. Procedures for determining the reasonableness, and if costs are allowable in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.

g. Accounting records that are supported by source documentation.

h. Examinations in the form of audits or internal audits. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of Federal funds, to produce unbiased opinions, conclusions or judgments. They shall meet the independence criteria along the lines of Chapter 3, Part 3 of the U.S. General Accounting Office publication, and Standards for Audit of Governmental Organizations, Programs, Activities and Functions. These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the agreements.

2. Cost Principles. The DEVELOPER shall administer its program in conformance with *2 CFR part 230, "Cost Principles for For-Profit Organizations*," for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD-KEEPING

1. Record to be Maintained. The DEVELOPER shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

a. Records providing a full description of each activity undertaken;
b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance:
c. Records documenting compliance with the fair housing and equal opportunity components of the HOME program; and
d. Financial records as required by 2 CFR part 230.

2. Client Data

The DEVELOPER shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, signed verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

3. National Objectives and Eligibility

The DEVELOPER agrees to maintain documentation demonstrating the activities carried out with funds provided under this contract benefit low-income persons, as defined in 24 CFR Part 92.216 and/or 92.217.

4. Additional guidelines for documentation and record-keeping are set forth in Exhibit "B" attached hereto.

C. PROCUREMENT

1. Compliance

In accordance with 24 CFR 92.350, the DEVELOPER shall comply with the federal requirements set forth in 24 CFR 5.105. These requirements include nondiscrimination and equal opportunity; disclosure requirements, debarred, suspended or ineligible contractors, and drug free workplace, and are applicable to all participants in the HOME program.

2. Standards

The DEVELOPER shall procure services and materials in accordance with the requirements of 2 CFR Part 200.317 – 200.326. Copies of said regulations are provided and by execution of this Agreement, the DEVELOPER acknowledges their receipt.

D. AMENDMENTS. The CITY and DEVELOPER may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

E. UNIFORM ADMINISTRATION REQUIREMENTS. The DEVELOPER shall comply with the requirements of 2 CFR part 230 and the following requirements of 24 CFR: Part 84: 84.2, 84.5, 84.13 through 84.16, 84.21, 84.22, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73.

V. **NONDISCRIMINATION and AFFIRMATIVE MARKETING:**

No person shall be excluded from or denied the benefits of the DEVELOPER'S service on the basis of age, race, color, religion, creed, national origin, sex, marital status, disability, gender identity or sexual orientation. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by the DEVELOPER. The DEVELOPER shall comply with the affirmative marketing and minority outreach requirements set forth in 24 CFR 92.351.

VI. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

VII. **EQUAL EMPLOYMENT OPPORTUNITY and FAIR HOUSING:**

The DEVELOPER certifies that it is an "Equal Opportunity Employer" and that it will comply with all applicable regulations of the U.S. Department of Housing and Urban Development pertaining to equal opportunity and affirmative action in employment. Further, the DEVELOPER shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements. In addition, DEVELOPERS shall comply with all provisions of 24 CFR 92.350.

VIII. **SECTION 3:**

Contractors retained by the DEVELOPER shall adhere to the following Section 3 requirements and provide reports as required by HUD. The DEVELOPER agrees to comply with Section 3 requirements, the requirements under 24 CFR 24 92.350, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are Developers of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The DEVELOPER agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The DEVELOPER will not subcontract with any subcontractor where the

DEVELOPER has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

D. The DEVELOPER will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

E. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

IX. **W/MBE:**

The DEVELOPER will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

X. **LABOR:**

New construction projects funded under the HOME Investment Partnership program that contain more than 12 (twelve) units shall comply with the labor provisions outlined in 24 CFR 92.354. The DEVELOPER agrees to adhere to said provisions and will not use suspended or debarred contractors and will abide by 24 CFR 92.357.

XI. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

The DEVELOPER shall assist the CITY in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Alabama.

XII. **LEAD-BASED PAINT POISONING PREVENTION:**

The DEVELOPER shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations there under (24 CFR 92.355) insofar as they apply to the performance of this Agreement. Each home completed pursuant to this Agreement must meet, prior to the closing of the sale of the property, the lead based paint requirement in 24 CFR Part 35, subparts, A,B,J, K,M, and R.

XIII. **TERMINATION OF AGREEMENT FOR CAUSE:**

In accordance with 24 CFR 85.43, if the DEVELOPER fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the DEVELOPER violates any of the terms, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement in whole or in part by giving written notice to the DEVELOPER of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The CITY shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied within said 30-day period. In the event of such termination, the DEVELOPER shall promptly repay to the CITY the full loan amount or that portion of the amounts that have been disbursed to the DEVELOPER prior to such termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the DEVELOPER under the terms of this Agreement shall, at the option of the CITY, become the property of the CITY.

XIV. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the CITY and the DEVELOPER shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, the DEVELOPER shall promptly repay to the CITY the full grant amount or that portion of the amount which has been disbursed to the DEVELOPER prior to such termination.

XV. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

A. No federal funds appropriated under this contract shall be paid, by or on behalf of the DEVELOPER, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.

B. 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, the DEVELOPER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The DEVELOPER shall require that the language of this certification be included in the award documents for all Developers and that all Developers shall certify and disclose accordingly.

D. The DEVELOPER agrees to comply with the provisions of 24 CFR 92.356 which forbids any owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for-profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, developer or sponsor) from occupying a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

E. The DEVELOPER shall maintain a code or standards of conduct that shall govern the performance of its officers, employees, consultants or agents engaged in the awarding and administration of contracts using Federal funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The DEVELOPER's officers, employees, consultants or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the DEVELOPER's officers, employees, consultants, or agents.

XVI. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as HOME funded. In addition, the DEVELOPER will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XVII. **ASSIGNABILITY:**

The DEVELOPER shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

XVIII. **HOLD HARMLESS PROVISION:**

The DEVELOPER shall indemnify, defend and hold harmless the CITY, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the DEVELOPER'S employees or agents during the performance of this Agreement.

XIX. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

XX. **LIMITATIONS OF CITY LIABILITY - DISCLAIMER OF RELATIONSHIP:** The CITY shall not be liable to the DEVELOPER, or to any party, for completion of or failure to complete any improvements which are part of the Project. Nothing contained in this Agreement, nor any act or omission of the CITY or the DEVELOPER, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of the DEVELOPER's involvement with the CITY.

XXI. **CONTRACTUAL NONCOMPLIANCE:**

Noncompliance with any and/or all part(s) of this contract, grant, loan or agreement, as determined by the CITY may result in the disallowance of costs thereby requiring the immediate payback of Federal funds by the DEVELOPER to the CITY within 30 days of such written determination. This requirement applies not only to the period of the contract, grant, loan or agreement but also for a period of five (5) to ten (10) years pursuant to the "Period of Record Retention" requirements.

XXII. **MAXIMUM PER-UNIT SUBSIDY AMOUNT:**

The amount of HOME funds that the DEVELOPER may invest on a per-unit basis in affordable housing may not exceed the per-unit dollar limits established by HUD under 24 CFR § 221.514 (b) (1) and (c) for elevator-type projects, involving non-profit mortgagors, insured under section 221 (d) (3) of the National Housing Act that apply to the area in which the housing is located.

XXIII. **DEFINITIONS:**

A. DEVELOPER - an entity, whether public or private, which has the responsibility for administering a project or activity under the terms of Title II Cranston-Gonzalez National Affordable Housing Act of 1990, and which is a party to this agreement.

B. CDD - The City of Huntsville, Alabama, a municipal Corporation, acting by and through the Community Development Division.

C. CONTRACTOR - an entity, other than a DEVELOPER (except as noted in the Labor Standards provisions) that furnishes to the CITY or to an DEVELOPER services (other than standard commercial supplies, office space, office space, or printing services).

D. HUD - The Secretary of Housing and Urban Development or a person authorized to act on his behalf.

E. PROGRAM – Home Investment Partnership Program approved by HUD and as amended from time to time.

F. CITY - The City of Huntsville, Alabama, a municipal Corporation, including its elected and appointed officials, employees, or designated agents thereof.

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, standing, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS THEREOF, the CITY and the DEVELOPER have executed this Agreement on this the 22nd day of January 2026.

THE CITY OF HUNTSVILLE, ALABAMA

DATE: _____

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

FAMILY SERVICES CENTER, INC.

DATE:_____

_____
Its: Authorizing Official

ATTEST:

_____

Exhibit "A"

Deed Restriction

It is understood and agreed that federal HOME funds in the amount of $247,750.00 have been provided by the City of Huntsville, Alabama (CITY) through FAMILY SERVICES CENTER, INC. (DEVELOPER) to assist in the purchase and conveyance of the Property that is the subject of this real property transaction in order to make the Property available for low-income families as affordable housing. Federal regulations, set forth in 24 CFR 92.254 require that this housing must be acquired by a homebuyer whose family qualifies as a low-income family and the housing must be the principal residence of the homebuyer throughout the period of affordability. Additionally, recapture provisions are required pursuant to 24 CFR 92.254 (a) (5) (ii) for the purchase and sale agreement and to be included as a deed restriction to ensure that the CITY recoups all or a portion of the HOME assistance provided to the home purchaser, if the housing does not continue to be the principal residence of the home purchaser for the duration of the period of affordability. The minimum period of affordability is determined in accordance with the following table based on the total amount of HOME funding subsidy provided and subject to recapture:

PERIOD OF AFFORDABILITY FOR HOME FUNDS used for affordability subsidy

<$25,000	5 years
$25,000 - $49,999	10 years
>$50,000	15 years

In accordance with 24 CFR 92.254 (a)(5) (ii) (A)(2), during the applicable Period of Affordability, the amount to be recaptured may be reduced by the CITY, on a pro rata basis for the time the purchaser homeowner has owned and occupied the subject housing measured against the Period of Affordability.

During the Period of Affordability the DEVELOPER and the CITY must receive prior written notification of any sale, refinancing, or foreclosure that occurs with regards to the Property.

In the event of a sale of the Property during the Period of Affordability, an amount equal to a pro rata share of HOME subsidy funds, reduced proportionately for every year of the Period of Affordability the qualifying homeowner owned the Property, shall be repaid to the CITY from any net gain realized upon the sale of the Property after deduction for sales expenses in accordance with 24 CFR 92.254 (a) (5) (ii) (A) (3).

In the event of a refinancing of the Property during the Period of Affordability, cash out refinances are unallowable. Any refinancing must be limited to the balance of the first mortgage.

In the event of a foreclosure of the Property during the Period of Affordability, the CITY may receive the "net proceeds" up to the original amount of the HOME funding subsidy. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs. At the sole discretion of the CITY the net proceeds may be shared in accordance with the provisions of 24 CFR 92. 254 (a)(5)(ii)(A)(3).

The provisions of this "deed restriction" are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of the Purchaser/Grantee homeowner who may acquire any right, title, or interest in or to the Property, or any part thereof. The Purchaser/Grantee, its successors, heirs, and assigns do hereby agree and covenant to abide by and fully perform the provisions of this restriction and do hereby join into, executes, and accepts delivery of the deed of conveyance to evidence its obligation to abide by the obligations and restrictions set forth herein.

The pro rata basis for the properties addresses and is set forth as:

$247,750.00
HOME Funds Amount

Fifteen (15) Years
Period of Affordability

FAMILY SERVICES CENTER, INC. (DEVELOPER)

By: _____
Its: Authorizing Official

KILDARE STREET (APN #13810)
Address

Exhibit "B"

1. REPORTS, REPORT CONTROL, AND CONTROL INFORMATION.

A. REPORT CONTROL. Reports related to this project will be maintained by the DEVELOPER as a permanent, separate, identifiable file subject to periodic audits by the CITY through its Community Development Division (CDD), the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.

B. FORMS. All forms bearing a Community Development Form Number (Community Development Division Forms) will be provided by the CDD.

C. REPORTS CONTROL PERSONNEL. Upon execution of this contract, the DEVELOPER shall designate those members of the DEVELOPER staff who will be totally responsible to the CDD for DEVELOPER reports. All DEVELOPER contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

D. PENALTY FOR REPORT DEFICIENCIES AND DELINQUENCIES. The CDD will inventory and examine DEVELOPER reports prior to each request for Community Development funds, being especially mindful to report completeness. Release of all funds under this contract is contingent upon satisfactory DEVELOPER reporting under the terms of this contract. The CDD shall respond to any report deficiency of delinquency with a letter citing the applicable report deficiency or delinquency.

E. GENERAL REPORT PROVISIONS.

1. Data requirements, reporting format, and submission times will be specified by the CDD for all reporting.

2. From time to time, as the CDD may determine, data in addition to that specifically required of the DEVELOPER in support of planning and/or evaluation.

3. The CDD will make the final determination regarding delinquent of deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.

4. No exception will be made to any part of these report provisions unless the exception is made in writing by the CDD.

5. Noncompliance with these provisions regarding reporting will be considered sufficient cause for termination of contract.

2. Project & Financial Records/Record Retention.

The DEVELOPER shall maintain all records required by the federal regulations specified in 24 CFR Part 92.508 that is pertinent to the activities funded under this agreement. Such records shall include as a minimum but are not limited to:

A. Project Records/Financial Records.

(i) A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and the units or tenants assisted with HOME funds.

(ii) The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.

(iii) Records demonstrating that each rental housing or homeownership project meets the maximum per-unit subsidy amount of 24 CFR 92.205 (c), the maximum per unit subsidy amount of 24 CFR 92.205 (a), and the subsidy layering guidelines adopted in accordance with 92.250(b).

(iv) Records demonstrating that each project meets the property standards of 24 CFR 92.251 and the lead-based paint requirements of 24 CFR 92.355.

(v) Records demonstrating that each family is income eligible in accordance with 24 CFR 92.203.

(vi) Records demonstrating that each tenant-based rental assistance project meets the written tenant selection policies and criteria of 24 CFR 92.209 (c) including the tenant preference requirements, the rent reasonableness requirements, HQS inspection reports, and calculation of the HOME subsidy.

(vii) Records demonstrating that each rental housing project meets the affordability and income targeting requirements for the required period. Records must be kept for each family assisted.

(viii) Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing comply with the refinancing guidelines in 24 CFR 206 (b).

(ix) Records demonstrating that each lease for a tenant receiving tenant-based assistance and for an assisted rental housing unit complies with the tenant and participant protection requirements of 24 CFR 92.253. Records must be kept for each family.

(x) Records demonstrating that the purchase price or estimated value after rehabilitation for each homeownership housing project does not exceed 95 percent of the median purchase price for the area. The records must demonstrate how the estimated value was determined.

(xi) Records demonstrating that each homeownership project meets the affordability requirements 24 CFR 92.254 for the required period.

(xii) Records concerning the tenant participation plan required by 24 CFR 92.303.

(xiii) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME funds.

(xiv) Documentation of actions undertaken to meet the requirements of 24 CFR Part 135 which implements section 3 of the Housing Development Act 1968, as amended (12 U.S.C. 1701u).

(xv) Documentation of the actions the DEVELOPER has taken to affirmatively further fair housing.

(xvi) Affirmative marketing and MBE/WBE records demonstrating compliance with 24 CFR 92.351.

(xvii) Records demonstrating compliance with the requirements regarding displacement, relocation, and real property acquisition, including project occupancy lists identifying the name and address of all persons occupying the real property on the date moving into the property on or after the date and occupying the property upon completion of the project.

(xviii) Records demonstrating compliance with the labor requirements 24 CFR 92.354 including contract provisions and payroll records.

(xix) Records demonstrating compliance with the lead-based paint requirements.

(xx) Records supporting exceptions to the conflict-of-interest prohibition.

(xxi) Records demonstrating compliance with the applicable uniform administrative requirements required by 24 CFR 92.505.

(xxii) Records demonstrating compliance with this Agreement.

(xxiii) Records demonstrating the use of funds for CHDO operating expenses and demonstrating compliance with the requirements of 24 CFR 92.208 and 92.300.

(xxiv) Records demonstrating compliance with any environmental review requirements.

(xxv) Records indicating that an inspection of the housing was performed and at a minimum a certificate of occupancy was provided for each property assisted with HOME funds.

B. Record retention. All records pertaining to each fiscal year of HOME funds must be retained for the most recent five-year period, except as provided below.

(i) For rental housing projects, records may be retained for five years after the project completion date; except that records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five year period, until five years after the period of affordability terminates.

(ii) For homeownership housing projects, records may be retained for five years after the project completion date, except for documents imposing recapture/resale restrictions which must be retained for five years after the period of affordability terminates.

(iii) For tenant-based rental assistance projects, records must be retained for five years after the period of rental assistance terminates.

(iv) Written agreements must be retained for five years after the agreement terminates.

(v) Records covering displacements and acquisition must be retained for five years after the date by which all persons displaced from the property and all persons whose property is acquired for the projects have received the final payment to which they are entitled.

(vi) If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

(vii) Access to records. HUD and the Comptroller General of the United States, any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the DEVELOPER, and any sub-Developers, in order to make audits, examinations, excerpts, and transcripts.

Addendum

POLICY REQUIREMENTS

(A.) Prohibited Uses of Funds related to Gender Ideology: The DEVELOPER shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*. The DEVELOPER further understands and agrees to comply with all requirements and definitions set forth in E.O. 14168 as they relate to the use of these federal funds.

(B.) Compliance with Federal Anti-Discrimination Laws:

i. **Materiality to Payment:** The DEVELOPER acknowledges that compliance with applicable Federal anti-discrimination laws is material to payment decisions under the False Claims Act.
ii. **Certification of Programs:** The DEVELOPER certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate Federal anti-discrimination laws, and this certification is a material representation relied upon by the CITY.
iii. **Enforcement and False Claims Act:** The DEVELOPER understands that a false certification may result in civil or criminal penalties under the False Claims Act, including treble damages.
iv. **Flow-Down Requirement:** The DEVELOPER must include these provisions in all related sub-agreements, making them binding on subsequent contractors/subcontractors.

(C.) Certifications and Assurances.

i. **Anti-Discrimination**. The DEVELOPER certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).
ii. **Scope of Compliance**. This certification applies to all of the Subrecipient's operations, regardless of whether a specific program is federally funded, in accordance with the Civil Rights Restoration Act of 1987.
iii. **Continued Compliance.** The DEVELOPER shall immediately notify CITY if it becomes the subject of a federal civil rights investigation or if a court of law finds it in violation of any anti-discrimination statutes.

(D.) Restriction on Use of Funds for Elective Abortions. The DEVELOPER shall not use any grant funds provided under this Agreement to fund, perform, or promote elective abortions, as required by Executive Order 14182, "Enforcing the Hyde Amendment" (January 24, 2025). This restriction applies to all direct and indirect expenditures, except in cases of rape, incest, or where a physician certifies the abortion is necessary to save the woman's life.

(E.) Compliance with Executive Orders and Federal Law: "Notwithstanding any language to the contrary in the Federal Award, the Notice of Funding Opportunity (NOFO), or the DEVELOPER's Application, this Subaward shall not be governed by Executive Orders revoked by Executive Order 14154 (issued January 20, 2025), including but not limited to Executive Order 14008. Furthermore, any requirements within the NOFO or Federal Award that implement revoked Executive Orders are hereby deemed inapplicable to this Subaward."

(F.) Compliance with PRWORA for Nonprofit Developers

i. **Statutory Exemption:** Pursuant to 8 U.S.C. § 1642(d), the DEVELOPER, as a nonprofit charitable organization, is exempt from the requirement to determine, verify, or require proof of an applicant's immigration status for the provision of Federal public benefits.

ii. **Voluntary Verification:** Notwithstanding this exemption, nothing in this agreement prohibits the Subrecipient from conducting such verifications voluntarily to ensure program integrity.

iii. **Adherence to Eligibility Standards:** The DEVELOPER remains responsible for ensuring that the Federal funds provided under this award are used in accordance with all applicable Federal statutes, including restrictions on the provision of benefits to non-qualified aliens, even if formal verification is not mandated.

iv. **Reporting and Monitoring:** The DEVELOPER shall cooperate with the CITY's monitoring efforts to ensure overall program compliance with Federal award terms and conditions.

(G.) Immigration Compliance. The DEVELOPER certifies and agrees that it shall not use any funding provided under this Agreement in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation. This includes, but is not limited to, maintaining any policy or practice that materially impedes the enforcement of federal immigration statutes and regulations.

(H.) Compliance with Immigration Status Verification Requirements.

i. **Verification of Benefit Eligibility:** The DEVELOPER (Non-Profit Organization) shall ensure that any Federal public benefit provided under this Agreement is distributed only to eligible individuals. In accordance with Federal law, the DEVELOPER must use the Systematic Alien Verification for Entitlements

(SAVE) program, or an equivalent verification system approved by the Federal government, to verify the immigration status of applicants. This system must be utilized to prevent the provision of benefits to any ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

ii. **Administrative Responsibility:** The DEVELOPER is responsible for registering for SAVE through USCIS and maintaining all necessary records to demonstrate compliance with these verification requirements during the term of this contract.

(I.) Participation of Faith-Based Organizations: The DEVELOPER shall ensure that faith-based organizations are eligible to be subrecipients on the same basis as any other organization. In the selection of subrecipients, the DEVELOPER shall not discriminate against an organization based on its religious character, affiliation, or exercise. All subawards shall be made on the basis of merit, free from political or religious interference.

Provisions in 2 CFR § 200:

i. **Prohibition on Inherently Religious Activities:** Funds must not be used for "explicitly religious activities" such as worship, religious instruction, or proselytization.

ii. **Separation of Programs:** Any such religious activities must be offered separately in time or location from the programs funded by the grant.

iii. **Voluntary Participation:** Participation in any religious activities by beneficiaries must be strictly voluntary; they cannot be a condition for receiving services.

iv. **Retention of Religious Identity:** Explicitly state that the FBO retains its independence and authority over internal governance, including the right to use religious terms in its name and select board members on a religious basis.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-79

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into agreement between the City of Huntsville, Alabama and Family Services Center, Inc., acting as a Community Housing Development Organization, for the use of Home Investment Partnerships Program (HOME) funds to construct affordable housing at Kildare Street (APN #590395), Huntsville, Alabama 35811.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $0.00

Total Cost: $0.00

Special Circumstances:

Grant Funded: $247,750.00

Grant Title - CFDA or granting Agency: HUD: Home Investment Partnerships Program (HOME) funds

Resolution #: N/A

Location: (list below)

Address: Kildare Street (APN #590395), Huntsville, Alabama 35811
District: District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6462

Department: Community Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into agreement between the City of Huntsville, Alabama and Family Services Center, Inc., acting as a Community Housing Development Organization, for the use of Home Investment Partnerships Program (HOME) funds to construct affordable housing at Kildare Street (APN #590395), Huntsville, Alabama 35811.

Choose an item.

Finance Information:

Account Number: 515520

City Cost Amount: $0.00

Total Cost: $0.00

Special Circumstances:

Grant Funded: $247,750.00

Grant Title - CFDA or granting Agency: HUD: Home Investment Partnerships Program (HOME) funds

Resolution #: Click or tap here to enter text.

Location: (list below)

Address: Kildare Street (APN #590395), Huntsville, Alabama 35811
District: District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 26-_____

WHEREAS, the City of Huntsville, Alabama received grants from the United States Department of Housing and Urban Development, hereinafter referred to as HUD, whereby certain funds were provided to the City under the provisions of the HOME Investments Partnership Act, as amended; and,

WHEREAS, FAMILY SERVICES CENTER, INC., an Alabama non-profit corporation, has met all requirements of the Act regarding its status as a Community Housing Development Organization (CHDO); and,

WHEREAS, the City of Huntsville certified FAMILY SERVICES CENTER, INC. as a Community Housing Development Organization (CHDO); and,

WHEREAS, the City desires to engage FAMILY SERVICES CENTER, INC., to provide certain services under provisions of the Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an agreement with FAMILY SERVICES CENTER,INC., said agreement being substantially similar in words and figures to that document identified as "Agreement between the City of Huntsville, Alabama and Family Services Center, Inc., acting as a Community Housing Development Organization, for the use of Home Investment Partnership Funds to Construct Affordable Housing at Kildare Street (APN # 590395), Huntsville, Alabama 35811," consisting of twenty-three (26) pages, including Exhibits A and B and one Addendum, with the signature of the Council President or President Pro tem, and the date January 22, 2026, appearing on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND FAMILY SERVICES CENTER, INC., ACTING AS A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION, FOR THE USE OF HOME INVESTMENT PARTNERSHIPS FUNDS TO CONSTRUCT AFFORDABLE HOUSING AT KILDARE STREET (APN #590395), HUNTSVILLE, AL 35811

THIS AGREEMENT, entered into this the 22nd day of January 2026, by and between the City of Huntsville, Alabama, a municipal corporation, hereinafter referred to as the CITY, and, Family Services Center, Inc., an Alabama non-profit corporation, hereinafter referred to as the DEVELOPER.

NOW, THEREFORE, for consideration as hereinafter provided, the parties hereto do mutually agree as follows:

PART I

I. PROJECT DESCRIPTION. The DEVELOPER shall provide management of a Community Housing Development Organization (CHDO) program that will involve homeownership opportunities for low- and moderate-income families that meet HOME program income eligibility criteria. The CITY shall provide a total of **$247,750.00** in HOME funds for activities associated with the program. Funds shall be expended as described in Part I, Section VI of this Agreement. The DEVELOPER shall receive CHDO Operating funds for eligible operating expenses such as salaries/benefits, rent/mortgage, utilities and any other HUD-approved operating expense related to this project, which will be detailed under separate contract.

II. PROJECT LOCATION. All records related to the DEVELOPER shall be maintained at the DEVELOPER'S office located at 520 Madison Street Southeast, Huntsville, Alabama 35801.

III. SERVICES TO BE PROVIDED. The DEVELOPER shall, in a satisfactory and proper manner, as determined by the Community Development Department (CDD) of the CITY, perform the following services:

President of the City Council
City of Huntsville, Alabama
Date: January 22, 2026

A. The DEVELOPER will provide for the administration and oversight of its project that includes acquisition, new construction, and a homeownership program for low-income families.

B. The CITY will provide funds for the construction of One (1) three-bedroom house for low- and moderate-income families. The house will be located at Kildare Street (APN #590395), within the CITY limits of Huntsville, AL and the CITY will provide a maximum of **$247,750.00** in HOME funds for this purpose.

IV. TIME OF PERFORMANCE. All activities to be undertaken by the DEVELOPER will be undertaken beginning on January 22, 2026. All activities utilizing HOME funds, other than monitoring activities which continue for the duration of the period of affordability, will be completed by January 22, 2028. All documentation shall be completed no later than January 22, 2028.

V. CHDO PROCEEDS. Proceeds are to be retained by the DEVELOPER for additional HOME eligible activities approved by the CITY.

The DEVELOPER shall perform according to the following schedule:

Program Element	**Deadline**
• Execute Contract for Project	January 22, 2026
• Project Start Date	January 22, 2026
• Project Homeownership Sale Started	January 22, 2026
• Pre-construction Conference	February 3, 2026
• Construction Completion Date	June 22, 2027
• Project Homeownership Completed	January 22, 2028
• Monitoring Period	5-15 years for each home in accordance with the applicable period of affordability as calculated per home sale.

This schedule is subject to change by mutual agreement of both parties executed in writing and signed by a duly authorized representative of each entity.

VI. **COMPENSATION AND METHOD OF PAYMENT:**

After receipt of funds, the DEVELOPER shall make payment of expenses to the vendor(s) or employee(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the DEVELOPER. HOME assistance shall not exceed the total amount of **$247,750.00** (Two hundred forty-seven thousand seven hundred fifty and 00\100 dollars) for all services required hereunder, depending on funding availability *(hereinafter "Grant")* for performance under this Agreement, as follows:

A. Based on the approved budget, partial payments shall be made upon presentation of (i) purchase agreements and invoices, and/or (ii) other source documents. Payments will be made on a reimbursement basis for eligible expenses actually incurred by the DEVELOPER.

B. All payments under this agreement are subject to receipt by the CITY of sufficient federal funds for the HOME Investment Partnerships program. HOME Investment Partnerships funds shall be drawn from the U.S. Treasury by the CITY through the Integrated Disbursement and Information System (IDIS). The CITY shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the CITY as approved by HUD. Any termination, reduction or delay of receipt of HOME Investment Partnerships funds to the CITY shall, at the option of the CITY, result in the termination, reduction or delay of HOME Investment Partnerships funds to the DEVELOPER.

C. Funds provided to the DEVELOPER shall be deposited within 10 business days from the date of disbursement to the DEVELOPER by the CITY.

D. The HOME funds disbursed pursuant to this Agreement shall be utilized as follows:

Kildare Street (APN #590395)

One 3-bedroom Home

Land	$ 48,500.00
Construction	$186,000.00
Fees & Professional Services	$ 1,250.00
Contingency	$ 12,000.00
***Total Construction**	**$247,750.00**
Developer Fee (15%)	N/A
Total Projected Cost	**$247,750.00**

* *Cost listed here are estimated, actual cost may transfer line-item amounts by up to 10%*

COST CATEGORY

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
515520	**New Construction**	**$247,750.00**
	TOTAL	**$247,750.00**

* Cost associated with but not limited to construction, liability insurance, utilities, appraisals, real estate fees, legal fees, consultants, professional services, surveys and any other cost associated with creation of housing units are reimbursable expenses for the agency until execution of sales contract to homeowner.

E. Any pre-development costs will be considered eligible costs provided the costs are

incurred no more than 90 days before the contract is executed.

F. Earnest money held by a third party for property acquisition will be an eligible expense provided the completion of purchase is after the execution of this contract.

G. Upon sale of the property, within seven (7) calendar days, the DEVELOPER will remit a copy of the Settlement Statement and a copy of the check received at closing, or bank statement showing the deposit, to the CITY.

H. The DEVELOPER is responsible for selling the property to a low- or moderate-income individual or family. If the property has not sold or is not under contract for sale within 9 months of the Certificate of Occupancy, the property will be required to be converted to rental property per HUD requirements 24 CFR 92.252.

VI. FEDERAL FUNDS. It is mutually understood by the parties hereto that this contract is subject to the continued availability of federal funds and no other funds of the CITY will be made available for funding this Agreement.

VII. REQUESTS FOR DISBURSEMENT FUNDS. The DEVELOPER may not request disbursement of funds under this agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

PART II
HOME FUNDING -TERMS, CONDITIONS, REQUIREMENTS

The CITY and DEVELOPER hereby agree:

I. **GENERAL TERMS AND CONDITIONS:**

A. The DEVELOPER agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this contract. Said HOME regulations are published in 24 CFR Part 92. In the event of any conflict between this agreement and applicable laws and regulations governing the HOME funds and the use of the HOME funds, the applicable HOME program laws and regulations shall govern. Each and every provision of law, regulation or clause required by law to be inserted in this agreement shall be as though it were included herein. The DEVELOPER agrees to enter into any modifications of this Agreement reasonably required by the CITY to attain compliance with the requirements of the HOME program.

B. The CITY shall have no responsibility or liability for the maintenance, operation or program funding not outlined in this contract for the DEVELOPER.

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

FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the DEVELOPER is an independent contractor.

D. During the period of this Agreement, effective as of the start of the Project, the DEVELOPER shall, as a reimbursable expense, procure and maintain all-risk property damage and liability insurance. For the term of this agreement, the DEVELOPER shall list the CITY, its employees, and elected and appointed officials as additional insured on said property insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance and shall provide coverage of not less than $250,000 bodily injury per person, $500,000 bodily injury per occurrence, and $100,000 property damage. Proof of insurance shall be shown to the CITY by furnishing a copy of the certificate of insurance issued by an insurance company licensed to do business in the State of Alabama. The certificate of insurance shall include a statement guaranteeing that the insurance company shall notify the Community Development Coordinator within 30 days of the lapse of said policy. The DEVELOPER shall provide Workers' Compensation Insurance coverage as required by Alabama law for all employees involved in the performance of this contract.

E. Amounts paid pursuant to this Agreement shall be secured by a deed restriction and where appropriate, a mortgage.

F. In the event the DEVELOPER discontinues the provision of affordable housing as funded under this Agreement prior to the expiration of the period of affordability for this Agreement, the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the HOME Investment Partnerships funds under this Agreement shall revert to the CITY. If the property has been disposed of, then the CITY will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non-CITY HOME Investment Partnership funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.) Reversion of assets. Upon expiration of this agreement, the DEVELOPER must transfer to the CITY any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

G. All housing assisted with HOME Investment Partnerships funds shall be constructed in compliance with the property standards defined in 24 CFR 92.251(a) (1), (2) & (3), and any locally enforceable housing standards, laws, codes, ordinances, and zoning ordinances of the CITY. The housing must meet the accessibility requirements in the regulations referenced in 24 CFR Part 8 which implement Section 504 of Rehabilitation Act of 1973 (29 U.S.C. 794) and the design and construction requirements at 24 CFR 100.205 which implement the Fair Housing Act (42 U.S.C. 3601-3619).

H. DEVELOPERs that receive HOME Investment Partnerships funds shall maintain records indicating that an inspection of the housing was performed and at

a minimum a Certificate of Occupancy was provided for each assisted property.

I. All projects shall adhere to the project requirements found in Subpart F of 24 CFR Part 92, as applicable with the type of project assisted.

J. The DEVELOPER shall provide affordable homeownership housing for a minimum period of affordability beginning from the time each home is sold to an eligible occupant. All housing for acquisition by a family must meet the affordable housing requirements set forth in 24 CFR 92.254. According to HOME regulations, housing assisted with HOME Investment Partnerships funds shall have a deed restriction placed upon it at the time of sale, requiring adherence to the occupancy restriction of 24 CFR 92.254. The Deed Restriction approved by the CITY for use for homes sold pursuant to this Agreement is set forth as Exhibit "A" attached hereto and incorporated by reference into this Agreement. Such deed restriction contains the Period of Affordability Table and the applicable recapture requirements of 24 CFR 92.254 (a)(5)(ii) and shall be included in the purchase and sales agreement and deed in all sales transactions to eligible homeowners. With the concurrence of the CITY concerning the amounts of the HOME subsidy for each home sold as part of the Project, the DEVELOPER shall complete this Deed Restriction for inclusion in all home sales transactions. The period of affordability for each home sold shall be determined by the amount of HOME funded assistance provided to reduce the home selling price from appraised value to one of affordability (affordability subsidy) for people at income levels of 80% or less of Huntsville's median income. If down payment assistance will be provided, that amount will be added to/included in the total amount of assistance when determining the period of affordability length.

K. Monitoring by the DEVELOPER for compliance shall continue for the entire period of affordability for each home sold.

L. The DEVELOPER must comply with the requirements of 24 CFR 92.353 with regards to the displacement, relocation, and acquisition in order to minimize the displacement of persons as a result of this HOME assisted project.

M. News Media. Any publicity given to the project herein concerned shall recognize the CITY and the U.S. Department of Housing and Urban Development.

II. **PERFORMANCE AND REPORTING:**

A. The DEVELOPER shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the City of Huntsville, Alabama, Community Development Office, P. O. Box 308, Huntsville, Alabama 35804. Notice by both DEVELOPER and CITY shall be given by ordinary mail.

B. Until the completion of the Project and expenditure of all HOME Investment Partnerships funds disbursed under this Agreement, the DEVELOPER shall submit quarterly reports describing progress of the project activities. This report will be due 10 (ten) days after the end of each quarter, based upon the fiscal year (October 1 to September 30)

C. DEVELOPER shall provide the CITY with a Certified Statement of the Expenditure of Funds disbursed under this Agreement each fiscal year.

D. DEVELOPERS that receive HOME Investment Partnerships funds for homeowner assistance shall maintain records of determination of each homeowner's eligibility and eligibility as a family at the time the household(s) receive the assistance.

E. For projects with a HOME grant or loan of $1,000,000 or more (including all funding sources), an audit report which discloses the expenditure of HOME Investment Partnerships funds allocated for this Project, shall be submitted in accordance with 2 CFR part 230, subpart F.

F. No reporting requirements for the CITY's HOME funds shall extend beyond the final annual report that is due on November 1, in the last year of the period of affordability.

III. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

A. The DEVELOPER shall promptly furnish the CITY or HUD with any financial records, statements, other records, data and information as the CITY or HUD may reasonably request pertaining to this Agreement.

B. During the term of this Agreement, any time during normal business hours, the DEVELOPER shall make available and accessible to the CITY, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of the DEVELOPER'S records in order to permit examination of any books, documents, papers, audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.

C. The DEVELOPER shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement for a

period of five (5) years after the termination of this Agreement.

D. All audit findings, reports, studies, and any other information or data prepared or assembled by the DEVELOPER under the terms of this agreement are confidential in nature, and the DEVELOPER agrees that they shall not be made available to any individual or organization, other than to an agent of the United States Government, without the prior written approval of the CITY.

E. Additional guidelines for reports and retention of records are set forth in Exhibit "B" of this Agreement which is attached hereto.

IV. **ADMINISTRATIVE REQUIREMENTS:**

A. FINANCIAL MANAGEMENT

1. Accounting Standards. The DEVELOPER agrees to comply with 2 CFR part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. As a minimum the DEVELOPER's financial management system shall provide for:

   a. Accurate, current, and complete disclosure of the financial results of each federally sponsored project or program in accordance with the reporting requirements. When a Federal sponsoring DEVELOPER requires reporting on an accrual basis, the DEVELOPER shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports based on an analysis of the documentation on hand.

   b. Records that identify adequately the source and application of funds for federally sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

   c. Effective control over and accountability for all funds, property and other assets. The DEVELOPER shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

   d. Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring DEVELOPER, financial information should be related to performance and unit cost data.

   e. Procedures to minimize the time elapsing between the receipt of funds from the CITY by CDD and the disbursement by the DEVELOPER within two (2) working days.

f. Procedures for determining the reasonableness, and if costs are allowable in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.

g. Accounting records that are supported by source documentation.

h. Examinations in the form of audits or internal audits. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of Federal funds, to produce unbiased opinions, conclusions or judgments. They shall meet the independence criteria along the lines of Chapter 3, Part 3 of the U.S. General Accounting Office publication, and Standards for Audit of Governmental Organizations, Programs, Activities and Functions. These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the agreements.

2. Cost Principles. The DEVELOPER shall administer its program in conformance with *2 CFR part 230, "Cost Principles for For-Profit Organizations*," for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD-KEEPING

1. Record to be Maintained. The DEVELOPER shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

a. Records providing a full description of each activity undertaken;
b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance:
c. Records documenting compliance with the fair housing and equal opportunity components of the HOME program; and
d. Financial records as required by 2 CFR part 230.

2. Client Data

The DEVELOPER shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, signed verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

3. National Objectives and Eligibility

The DEVELOPER agrees to maintain documentation demonstrating the activities carried out with funds provided under this contract benefit low-income persons, as defined in 24 CFR Part 92.216 and/or 92.217.

4. Additional guidelines for documentation and record-keeping are set forth in Exhibit "B" attached hereto.

C. PROCUREMENT

1. Compliance

In accordance with 24 CFR 92.350, the DEVELOPER shall comply with the federal requirements set forth in 24 CFR 5.105. These requirements include nondiscrimination and equal opportunity; disclosure requirements, debarred, suspended or ineligible contractors, and drug free workplace, and are applicable to all participants in the HOME program.

2. Standards

The DEVELOPER shall procure services and materials in accordance with the requirements of 2 CFR Part 200.317 – 200.326. Copies of said regulations are provided and by execution of this Agreement, the DEVELOPER acknowledges their receipt.

D. AMENDMENTS. The CITY and DEVELOPER may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

E. UNIFORM ADMINISTRATION REQUIREMENTS. The DEVELOPER shall comply with the requirements of 2 CFR part 230 and the following requirements of 24 CFR: Part 84: 84.2, 84.5, 84.13 through 84.16, 84.21, 84.22, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73.

V. **NONDISCRIMINATION and AFFIRMATIVE MARKETING:**

No person shall be excluded from or denied the benefits of the DEVELOPER'S service on the basis of age, race, color, religion, creed, national origin, sex, marital status, disability, gender identity or sexual orientation. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by the DEVELOPER. The DEVELOPER shall comply with the affirmative marketing and minority outreach requirements set forth in 24 CFR 92.351.

VI. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

VII. **EQUAL EMPLOYMENT OPPORTUNITY and FAIR HOUSING:**

The DEVELOPER certifies that it is an "Equal Opportunity Employer" and that it will comply with all applicable regulations of the U.S. Department of Housing and Urban Development pertaining to equal opportunity and affirmative action in employment. Further, the DEVELOPER shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements. In addition, DEVELOPERS shall comply with all provisions of 24 CFR 92.350.

VIII. **SECTION 3:**

Contractors retained by the DEVELOPER shall adhere to the following Section 3 requirements and provide reports as required by HUD. The DEVELOPER agrees to comply with Section 3 requirements, the requirements under 24 CFR 24 92.350, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are Developers of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The DEVELOPER agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The DEVELOPER will not subcontract with any subcontractor where the

DEVELOPER has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

D. The DEVELOPER will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

E. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

IX. **W/MBE:**

The DEVELOPER will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

X. **LABOR:**

New construction projects funded under the HOME Investment Partnership program that contain more than 12 (twelve) units shall comply with the labor provisions outlined in 24 CFR 92.354. The DEVELOPER agrees to adhere to said provisions and will not use suspended or debarred contractors and will abide by 24 CFR 92.357.

XI. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

The DEVELOPER shall assist the CITY in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Alabama.

XII. **LEAD-BASED PAINT POISONING PREVENTION:**

The DEVELOPER shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations there under (24 CFR 92.355) insofar as they apply to the performance of this Agreement. Each home completed pursuant to this Agreement must meet, prior to the closing of the sale of the property, the lead based paint requirement in 24 CFR Part 35, subparts, A,B,J, K,M, and R.

XIII. **TERMINATION OF AGREEMENT FOR CAUSE:**

In accordance with 24 CFR 85.43, if the DEVELOPER fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the DEVELOPER violates any of the terms, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement in whole or in part by giving written notice to the DEVELOPER of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The CITY shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied within said 30-day period. In the event of such termination, the DEVELOPER shall promptly repay to the CITY the full loan amount or that portion of the amounts that have been disbursed to the DEVELOPER prior to such termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the DEVELOPER under the terms of this Agreement shall, at the option of the CITY, become the property of the CITY.

XIV. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the CITY and the DEVELOPER shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, the DEVELOPER shall promptly repay to the CITY the full grant amount or that portion of the amount which has been disbursed to the DEVELOPER prior to such termination.

XV. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

A. No federal funds appropriated under this contract shall be paid, by or on behalf of the DEVELOPER, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.

B. 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, the DEVELOPER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The DEVELOPER shall require that the language of this certification be included in the award documents for all Developers and that all Developers shall certify and disclose accordingly.

D. The DEVELOPER agrees to comply with the provisions of 24 CFR 92.356 which forbids any owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for-profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, developer or sponsor) from occupying a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

E. The DEVELOPER shall maintain a code or standards of conduct that shall govern the performance of its officers, employees, consultants or agents engaged in the awarding and administration of contracts using Federal funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The DEVELOPER's officers, employees, consultants or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the DEVELOPER's officers, employees, consultants, or agents.

XVI. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as HOME funded. In addition, the DEVELOPER will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XVII. **ASSIGNABILITY:**

The DEVELOPER shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

XVIII. **HOLD HARMLESS PROVISION:**

The DEVELOPER shall indemnify, defend and hold harmless the CITY, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the DEVELOPER'S employees or agents during the performance of this Agreement.

XIX. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

XX. **LIMITATIONS OF CITY LIABILITY - DISCLAIMER OF RELATIONSHIP:** The CITY shall not be liable to the DEVELOPER, or to any party, for completion of or failure to complete any improvements which are part of the Project. Nothing contained in this Agreement, nor any act or omission of the CITY or the DEVELOPER, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of the DEVELOPER's involvement with the CITY.

XXI. **CONTRACTUAL NONCOMPLIANCE:**

Noncompliance with any and/or all part(s) of this contract, grant, loan or agreement, as determined by the CITY may result in the disallowance of costs thereby requiring the immediate payback of Federal funds by the DEVELOPER to the CITY within 30 days of such written determination. This requirement applies not only to the period of the contract, grant, loan or agreement but also for a period of five (5) to ten (10) years pursuant to the "Period of Record Retention" requirements.

XXII. **MAXIMUM PER-UNIT SUBSIDY AMOUNT:**

The amount of HOME funds that the DEVELOPER may invest on a per-unit basis in affordable housing may not exceed the per-unit dollar limits established by HUD under 24 CFR § 221.514 (b) (1) and (c) for elevator-type projects, involving non-profit mortgagors, insured under section 221 (d) (3) of the National Housing Act that apply to the area in which the housing is located.

XXIII. **DEFINITIONS:**

A. DEVELOPER - an entity, whether public or private, which has the responsibility for administering a project or activity under the terms of Title II Cranston-Gonzalez National Affordable Housing Act of 1990, and which is a party to this agreement.

B. CDD - The City of Huntsville, Alabama, a municipal Corporation, acting by and through the Community Development Division.

C. CONTRACTOR - an entity, other than a DEVELOPER (except as noted in the Labor Standards provisions) that furnishes to the CITY or to an DEVELOPER services (other than standard commercial supplies, office space, office space, or printing services).

D. HUD - The Secretary of Housing and Urban Development or a person authorized to act on his behalf.

E. PROGRAM – Home Investment Partnership Program approved by HUD and as amended from time to time.

F. CITY - The City of Huntsville, Alabama, a municipal Corporation, including its elected and appointed officials, employees, or designated agents thereof.

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, standing, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS THEREOF, the CITY and the DEVELOPER have executed this Agreement on this the 22nd day of January 2026.

THE CITY OF HUNTSVILLE, ALABAMA

DATE: _____

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

FAMILY SERVICES CENTER, INC.

DATE:_____

_____
Its: Authorizing Official

ATTEST:

_____

Exhibit "A"

Deed Restriction

It is understood and agreed that federal HOME funds in the amount of $247,750.00 have been provided by the City of Huntsville, Alabama (CITY) through FAMILY SERVICES CENTER, INC. (DEVELOPER) to assist in the purchase and conveyance of the Property that is the subject of this real property transaction in order to make the Property available for low-income families as affordable housing. Federal regulations, set forth in 24 CFR 92.254 require that this housing must be acquired by a homebuyer whose family qualifies as a low-income family and the housing must be the principal residence of the homebuyer throughout the period of affordability. Additionally, recapture provisions are required pursuant to 24 CFR 92.254 (a) (5) (ii) for the purchase and sale agreement and to be included as a deed restriction to ensure that the CITY recoups all or a portion of the HOME assistance provided to the home purchaser, if the housing does not continue to be the principal residence of the home purchaser for the duration of the period of affordability. The minimum period of affordability is determined in accordance with the following table based on the total amount of HOME funding subsidy provided and subject to recapture:

PERIOD OF AFFORDABILITY FOR HOME FUNDS used for affordability subsidy

<$25,000	5 years
$25,000 - $49,999	10 years
>$50,000	15 years

In accordance with 24 CFR 92.254 (a)(5) (ii) (A)(2), during the applicable Period of Affordability, the amount to be recaptured may be reduced by the CITY, on a pro rata basis for the time the purchaser homeowner has owned and occupied the subject housing measured against the Period of Affordability.

During the Period of Affordability the DEVELOPER and the CITY must receive prior written notification of any sale, refinancing, or foreclosure that occurs with regards to the Property.

In the event of a sale of the Property during the Period of Affordability, an amount equal to a pro rata share of HOME subsidy funds, reduced proportionately for every year of the Period of Affordability the qualifying homeowner owned the Property, shall be repaid to the CITY from any net gain realized upon the sale of the Property after deduction for sales expenses in accordance with 24 CFR 92.254 (a) (5) (ii) (A) (3).

In the event of a refinancing of the Property during the Period of Affordability, cash out refinances are unallowable. Any refinancing must be limited to the balance of the first mortgage.

In the event of a foreclosure of the Property during the Period of Affordability, the CITY may receive the "net proceeds" up to the original amount of the HOME funding subsidy. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs. At the sole discretion of the CITY the net proceeds may be shared in accordance with the provisions of 24 CFR 92. 254 (a)(5)(ii)(A)(3).

The provisions of this "deed restriction" are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of the Purchaser/Grantee homeowner who may acquire any right, title, or interest in or to the Property, or any part thereof. The Purchaser/Grantee, its successors, heirs, and assigns do hereby agree and covenant to abide by and fully perform the provisions of this restriction and do hereby join into, executes, and accepts delivery of the deed of conveyance to evidence its obligation to abide by the obligations and restrictions set forth herein.

The pro rata basis for the properties addresses and is set forth as:

$247,750.00
HOME Funds Amount

Fifteen (15) Years
Period of Affordability

FAMILY SERVICES CENTER, INC. (DEVELOPER)

By: _____
Its: Authorizing Official

KILDARE STREET (APN #590395)
Address

Exhibit "B"

1. REPORTS, REPORT CONTROL, AND CONTROL INFORMATION.

A. REPORT CONTROL. Reports related to this project will be maintained by the DEVELOPER as a permanent, separate, identifiable file subject to periodic audits by the CITY through its Community Development Division (CDD), the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.

B. FORMS. All forms bearing a Community Development Form Number (Community Development Division Forms) will be provided by the CDD.

C. REPORTS CONTROL PERSONNEL. Upon execution of this contract, the DEVELOPER shall designate those members of the DEVELOPER staff who will be totally responsible to the CDD for DEVELOPER reports. All DEVELOPER contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

D. PENALTY FOR REPORT DEFICIENCIES AND DELINQUENCIES. The CDD will inventory and examine DEVELOPER reports prior to each request for Community Development funds, being especially mindful to report completeness. Release of all funds under this contract is contingent upon satisfactory DEVELOPER reporting under the terms of this contract. The CDD shall respond to any report deficiency of delinquency with a letter citing the applicable report deficiency or delinquency.

E. GENERAL REPORT PROVISIONS.

1. Data requirements, reporting format, and submission times will be specified by the CDD for all reporting.

2. From time to time, as the CDD may determine, data in addition to that specifically required of the DEVELOPER in support of planning and/or evaluation.

3. The CDD will make the final determination regarding delinquent of deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.

4. No exception will be made to any part of these report provisions unless the exception is made in writing by the CDD.

5. Noncompliance with these provisions regarding reporting will be considered sufficient cause for termination of contract.

2. Project & Financial Records/Record Retention.

The DEVELOPER shall maintain all records required by the federal regulations specified in 24 CFR Part 92.508 that is pertinent to the activities funded under this agreement. Such records shall include as a minimum but are not limited to:

A. Project Records/Financial Records.

(i) A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and the units or tenants assisted with HOME funds.

(ii) The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.

(iii) Records demonstrating that each rental housing or homeownership project meets the maximum per-unit subsidy amount of 24 CFR 92.205 (c), the maximum per unit subsidy amount of 24 CFR 92.205 (a), and the subsidy layering guidelines adopted in accordance with 92.250(b).

(iv) Records demonstrating that each project meets the property standards of 24 CFR 92.251 and the lead-based paint requirements of 24 CFR 92.355.

(v) Records demonstrating that each family is income eligible in accordance with 24 CFR 92.203.

(vi) Records demonstrating that each tenant-based rental assistance project meets the written tenant selection policies and criteria of 24 CFR 92.209 (c) including the tenant preference requirements, the rent reasonableness requirements, HQS inspection reports, and calculation of the HOME subsidy.

(vii) Records demonstrating that each rental housing project meets the affordability and income targeting requirements for the required period. Records must be kept for each family assisted.

(viii) Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing comply with the refinancing guidelines in 24 CFR 206 (b).

(ix) Records demonstrating that each lease for a tenant receiving tenant-based assistance and for an assisted rental housing unit complies with the tenant and participant protection requirements of 24 CFR 92.253. Records must be kept for each family.

(x) Records demonstrating that the purchase price or estimated value after rehabilitation for each homeownership housing project does not exceed 95 percent of the median purchase price for the area. The records must demonstrate how the estimated value was determined.

(xi) Records demonstrating that each homeownership project meets the affordability requirements 24 CFR 92.254 for the required period.

(xii) Records concerning the tenant participation plan required by 24 CFR 92.303.

(xiii) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME funds.

(xiv) Documentation of actions undertaken to meet the requirements of 24 CFR Part 135 which implements section 3 of the Housing Development Act 1968, as amended (12 U.S.C. 1701u).

(xv) Documentation of the actions the DEVELOPER has taken to affirmatively further fair housing.

(xvi) Affirmative marketing and MBE/WBE records demonstrating compliance with 24 CFR 92.351.

(xvii) Records demonstrating compliance with the requirements regarding displacement, relocation, and real property acquisition, including project occupancy lists identifying the name and address of all persons occupying the real property on the date moving into the property on or after the date and occupying the property upon completion of the project.

(xviii) Records demonstrating compliance with the labor requirements 24 CFR 92.354 including contract provisions and payroll records.

(xix) Records demonstrating compliance with the lead-based paint requirements.

(xx) Records supporting exceptions to the conflict-of-interest prohibition.

(xxi) Records demonstrating compliance with the applicable uniform administrative requirements required by 24 CFR 92.505.

(xxii) Records demonstrating compliance with this Agreement.

(xxiii) Records demonstrating the use of funds for CHDO operating expenses and demonstrating compliance with the requirements of 24 CFR 92.208 and 92.300.

(xxiv) Records demonstrating compliance with any environmental review requirements.

(xxv) Records indicating that an inspection of the housing was performed and at a minimum a certificate of occupancy was provided for each property assisted with HOME funds.

B. Record retention. All records pertaining to each fiscal year of HOME funds must be retained for the most recent five-year period, except as provided below.

(i) For rental housing projects, records may be retained for five years after the project completion date; except that records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five year period, until five years after the period of affordability terminates.

(ii) For homeownership housing projects, records may be retained for five years after the project completion date, except for documents imposing recapture/resale restrictions which must be retained for five years after the period of affordability terminates.

(iii) For tenant-based rental assistance projects, records must be retained for five years after the period of rental assistance terminates.

(iv) Written agreements must be retained for five years after the agreement terminates.

(v) Records covering displacements and acquisition must be retained for five years after the date by which all persons displaced from the property and all persons whose property is acquired for the projects have received the final payment to which they are entitled.

(vi) If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

(vii) Access to records. HUD and the Comptroller General of the United States, any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the DEVELOPER, and any sub-Developers, in order to make audits, examinations, excerpts, and transcripts.

Addendum

POLICY REQUIREMENTS

(A.) Prohibited Uses of Funds related to Gender Ideology: The DEVELOPER shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*. The DEVELOPER further understands and agrees to comply with all requirements and definitions set forth in E.O. 14168 as they relate to the use of these federal funds.

(B.) Compliance with Federal Anti-Discrimination Laws:

i. **Materiality to Payment:** The DEVELOPER acknowledges that compliance with applicable Federal anti-discrimination laws is material to payment decisions under the False Claims Act.
ii. **Certification of Programs:** The DEVELOPER certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate Federal anti-discrimination laws, and this certification is a material representation relied upon by the CITY.
iii. **Enforcement and False Claims Act:** The DEVELOPER understands that a false certification may result in civil or criminal penalties under the False Claims Act, including treble damages.
iv. **Flow-Down Requirement:** The DEVELOPER must include these provisions in all related sub-agreements, making them binding on subsequent contractors/subcontractors.

(C.) Certifications and Assurances.

i. **Anti-Discrimination**. The DEVELOPER certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).
ii. **Scope of Compliance**. This certification applies to all of the Subrecipient's operations, regardless of whether a specific program is federally funded, in accordance with the Civil Rights Restoration Act of 1987.
iii. **Continued Compliance.** The DEVELOPER shall immediately notify CITY if it becomes the subject of a federal civil rights investigation or if a court of law finds it in violation of any anti-discrimination statutes.

(D.) Restriction on Use of Funds for Elective Abortions. The DEVELOPER shall not use any grant funds provided under this Agreement to fund, perform, or promote elective abortions, as required by Executive Order 14182, "Enforcing the Hyde Amendment" (January 24, 2025). This restriction applies to all direct and indirect expenditures, except in cases of rape, incest, or where a physician certifies the abortion is necessary to save the woman's life.

(E.) Compliance with Executive Orders and Federal Law: "Notwithstanding any language to the contrary in the Federal Award, the Notice of Funding Opportunity (NOFO), or the DEVELOPER's Application, this Subaward shall not be governed by Executive Orders revoked by Executive Order 14154 (issued January 20, 2025), including but not limited to Executive Order 14008. Furthermore, any requirements within the NOFO or Federal Award that implement revoked Executive Orders are hereby deemed inapplicable to this Subaward."

(F.) Compliance with PRWORA for Nonprofit Developers

i. **Statutory Exemption:** Pursuant to 8 U.S.C. § 1642(d), the DEVELOPER, as a nonprofit charitable organization, is exempt from the requirement to determine, verify, or require proof of an applicant's immigration status for the provision of Federal public benefits.

ii. **Voluntary Verification:** Notwithstanding this exemption, nothing in this agreement prohibits the Subrecipient from conducting such verifications voluntarily to ensure program integrity.

iii. **Adherence to Eligibility Standards:** The DEVELOPER remains responsible for ensuring that the Federal funds provided under this award are used in accordance with all applicable Federal statutes, including restrictions on the provision of benefits to non-qualified aliens, even if formal verification is not mandated.

iv. **Reporting and Monitoring:** The DEVELOPER shall cooperate with the CITY's monitoring efforts to ensure overall program compliance with Federal award terms and conditions.

(G.) Immigration Compliance. The DEVELOPER certifies and agrees that it shall not use any funding provided under this Agreement in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation. This includes, but is not limited to, maintaining any policy or practice that materially impedes the enforcement of federal immigration statutes and regulations.

(H.) Compliance with Immigration Status Verification Requirements.

i. **Verification of Benefit Eligibility:** The DEVELOPER (Non-Profit Organization) shall ensure that any Federal public benefit provided under this Agreement is distributed only to eligible individuals. In accordance with Federal law, the DEVELOPER must use the Systematic Alien Verification for Entitlements

(SAVE) program, or an equivalent verification system approved by the Federal government, to verify the immigration status of applicants. This system must be utilized to prevent the provision of benefits to any ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

ii. **Administrative Responsibility:** The DEVELOPER is responsible for registering for SAVE through USCIS and maintaining all necessary records to demonstrate compliance with these verification requirements during the term of this contract.

(I.) Participation of Faith-Based Organizations: The DEVELOPER shall ensure that faith-based organizations are eligible to be subrecipients on the same basis as any other organization. In the selection of subrecipients, the DEVELOPER shall not discriminate against an organization based on its religious character, affiliation, or exercise. All subawards shall be made on the basis of merit, free from political or religious interference.

Provisions in 2 CFR § 200:

i. **Prohibition on Inherently Religious Activities:** Funds must not be used for "explicitly religious activities" such as worship, religious instruction, or proselytization.

ii. **Separation of Programs:** Any such religious activities must be offered separately in time or location from the programs funded by the grant.

iii. **Voluntary Participation:** Participation in any religious activities by beneficiaries must be strictly voluntary; they cannot be a condition for receiving services.

iv. **Retention of Religious Identity:** Explicitly state that the FBO retains its independence and authority over internal governance, including the right to use religious terms in its name and select board members on a religious basis.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-80

Department: Engineering

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama and the low bidder, JS Building Company, Inc., for Cummings Research Park Monument Signs-REBID, Project No. 71-25-SP25.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530010-00000000-
City Cost Amount: $2,819,339.42
Total Cost: $2,819,339.42

Special Circumstances:

Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Award a construction contract to low bidder JS Building Company for the removal and replacement of existing monument signs in Cummings Research Park consisting of 15 signs.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6365

Department: Engineering

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama and the low bidder, JS Building Company, Inc., for Cummings Research Park Monument Signs-REBID, Project No. 71-25-SP25.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530010-00000000-
City Cost Amount: $2,819,339.42
Total Cost: $2,819,339.42

Special Circumstances:

Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Award a construction contract to low bidder JS Building Company for the removal and replacement of existing monument signs in Cummings Research Park consisting of 15 signs.

RESOLUTION NO. 26-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a Contract between the City of Huntsville, Alabama and JS Building Company, Inc., in the amount of TWO MILLION EIGHT HUNDRED NINETEEN THOUSAND THREE HUNDRED THIRTY-NINE AND .42/100 DOLLARS ($2,819,339.42) for Cummings Research Park Monument Signs-REBID, Project No. 71-25-SP25, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Contract is substantially in words and figures similar to that document attached hereto and identified as "Contract between the City of Huntsville, Alabama and JS Building Company, Inc., for Cummings Research Park Monument Signs-REBID, Project No. 71-25-SP25," consisting of a total of one (1) page plus one hundred three (103) additional pages consisting of Attachments A-Q, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama," and "E-Verify Statement," and the date of January 22, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

_____

President of the City Council of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____

Mayor of the City of Huntsville, Alabama

CONTRACT BETWEEN CITY OF HUNTSVILLE, ALABAMA
AND
JS BUILDING COMPANY, INC.
FOR
CUMMINGS RESEARCH PARK MONUMENT SIGNS-REBID
PROJECT NO. 71-25-SP25

STATE OF ALABAMA}
MADISON COUNTY}

THIS CONTRACT, made and entered into this 22nd day of January, 2026, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and JS BUILDING COMPANY, INC., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Cummings Research Park Monument Signs-REBID, Project #71-25-SP25, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this Contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials, and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications, and general requirements hereto attached and made a part of this Contract.

FOR THE PERFORMANCE of such work, the city agrees to pay the Contractor as follows per Attachment "A".

JS Building Company, Inc.

BY: _____
Tommy Battle, Mayor

ATTEST: Mary Ridgeway

_____
Shaundrika Edwards
City Clerk

_____
City Council President

DATE: January 22, 2026

CUMMINGS RESEARCH PARK MONUMENT SIGNS-REBID
PROJECT NUMBER 71-25-SP25

CITY OF HUNTSVILLE, ALABAMA

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ATTACHMENT "A"

1/16/2026

CUMMINGS RESEARCH PARK MONUMENT SIGNS-REBID

Project No.71-25-SP25

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	Removal of Existing Monument Signage (Includes Disposal & Restoration of Ground)	10	EACH	$5,002.28	$50,022.80
2	Large Monument Sign; Component A (Right Side) (Complete And In Place)	5	EACH	$125,251.27	$626,256.35
3	Large Monument Sign; Component A (Left Side) (Complete And In Place)	5	EACH	$125,251.27	$626,256.35
4	Stacked Monument Sign; Component B (Right Side) (Complete And In Place)	8	EACH	$70,507.88	$564,063.04
5	Stacked Monument Sign; Component B (Left Side) (Complete And In Place)	4	EACH	$70,507.88	$282,031.52
6	Vertical Beacon Sign; Component C (Left Side) (Complete And In Place)	4	EACH	$43,489.80	$173,959.20
7	Vertical Beacon Sign; Component C (Center In Median) (Complete And In Place)	6	EACH	$43,489.80	$260,938.80
8	Vertical Beacon Sign; Component E (Left Side) (Complete And In Place)	1	EACH	$58,952.84	$58,952.84
9	Vertical Beacon Sign; Component E (Right Side) (Complete And In Place)	3	EACH	$58,952.84	$176,858.52
	TOTAL BASE BID				$2,819,339.42

	ATTACHMENT "A"				1/16/2026		
	CUMMINGS RESEARCH PARK MONUMENT SIGNS-REBID Project No.71-25-SP25 UNIT BID SHEET						
	Option No. 1 (Vehicular Directional Signage)						
1-1	Vehicular Directional Monument Sign; B1a (Complete And In Place)	10	EACH	$7,623.27	$76,232.70		
1-2	Vehicular Directional Wayfinding Sign; B1b (Complete And In Place)	10	EACH	$4,253.37	$42,533.70		
	TOTAL Option No. 1				$118,766.40		
	Option No. 2 (Sculptural Identity Sign)						
2-1	Sculptural Identity Sign; C1 (Complete And In Place)	1	EACH	$85,112.53	$85,112.53		
	TOTAL Option No. 2				$85,112.53		
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT,MATERIALS, AND REMOVALS AS						
	COMPANY T S Building Company Inc. SIGNATURE DATE 1/16/25						

ATTACHMENT "B"

PROPOSAL

TO: THE CITY OF HUNTSVILLE

City Hall
305 Fountain Circle
Huntsville, Alabama

PROPOSAL OF JS Building Company, Inc.
(NAME)
108 Clinton Avenue West, Huntsville AL. 35801
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

CUMMINGS RESEARCH PARK MONUMENT SIGNS-REBID
PROJECT # 71-25-SP25

FOR THE CITY OF HUNTSVILLE, ALABAMA.

GENTLEMEN:
The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is MANDATORY that any and all addenda be acknowledged by the undersigned bidder on Attachment "C" which must be submitted with bid package; otherwise, bid shall be rejected.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to a thumb/flash drive of their choice which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Mary Ridgeway.

The undersigned bidder understands that the Contract Time for completion of all work is one hundred eighty (180) calendar days.

CUMMINGS RESEARCH PARK MONUMENT SIGNS-REBID
PROJECT # 71-25-SP25
PAGE TWO

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:
All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding $10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

DATED: January 16 **, 20** 26

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)
SIGNATURE OF BIDDER _____

BY JS Building Company, Inc.

ADDRESS OF BIDDER 108 Clinton Avenue West, Huntsville AL. 35801

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

Brent Snyder — Brent Ramage

Matt Taylor — Bruce DiPlacido

OUR CONTRACTOR'S STATE LICENSE NO. IS 38806

(IF A CORPORATION)
SIGNATURE OF BIDDER _____

BY Brent Snyder

BUSINESS ADDRESS 108 Clinton Avenue West, Huntsville AL. 35801

INCORPORATED UNDER THE LAWS OF THE STATE OF Alabama

NAMES OF OFFICERS

PRESIDENT Brent Snyder

SECRETARY Bruce DiPlacido

TREASURER Matt Taylor

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. Acknowledgement of receipt of addenda is mandatory using Attachment "C" and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates.

ATTACHMENT "C"

CUMMINGS RESEARCH PARK MONUMENT SIGNS-REBID
PROJECT # 71-25-SP25

MANDATORY ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda is Mandatory. Failure to acknowledge receipt/download from website shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Addenda and the date received.

ADDENDUM NO.	DATE RECEIVED/DOWNLOADED FROM WEBSITE (if applicable)
Addendum #1	1/14/26

COMPANY JS Building Company, Inc.

SIGNATURE _____

TITLE President

DATE 1/16/26

ATTACHMENT "D"

CUMMINGS RESEARCH PARK MONUMENT SIGNS-REBID
PROJECT # 71-25-SP25

SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall **immediately** notify Mary Ridgeway via email at mary.ridgeway@huntsvilleal.gov and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

TASKS TO BE PERFORMED	SUBCONTRACTOR NAME	LICENSE NO.	ADDRESS	ITEM #'S OF WORK TO BE PERFORMED
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control				
Excavation				
Concrete	Best Concrete			1 - Concrete Foundations
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls	Best Concrete			1 - Wall Construction
Bridges				
Railroads				
Traffic (signals, loops)				
Street Lights				
Electrical				
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping				
Sewer Testing				
Guardrails				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)	Knight Signs		5959 Knight Avenue, Tuscaloosa, AL. 35405	1 - Signage Fabriaction & Installation
Mechanical				
SCADA				
Other	Sparks Stone		101 Beltline Rd. NW, Decatur AL. 35601	1 - Masonry

ATTACHMENT "E"

CUMMINGS RESEARCH PARK MONUMENT SIGNS-REBID
PROJECT # 71-25-SP25

Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects.

1. Patrick Wynn, Boys & Girls Club
   256-534-6060; pwynn@bgcnal.com
   New Boys & Girls Club North Huntsville Campus

2. Wesley Crunkleton; Crunkleton & Associates
   256-536-8809; wesley@crunkletonassociates.com
   Stovehouse Campus, Lincoln Mill Campus, Clinton Avenue Garage Renovations

3. Danny Yancey; Stovehouse
   256-486-1500; danny@stovehouse.com
   Stovehouse Campus Renovations

4. Karen Mockenstrum; Fantasy Playhouse
   256-679-7921
   Fantasy Playhouse New Facility

5. Mary Ellen Judah; Neighborhood Concepts
   256-348-8658; mjudah@neighborhoodconcepts.org
   Cottages @ Indian Creek; Grove @ Indian Creek; Mountain View Apartments

ATTACHMENT "F"

Pre-bid meeting to be held on Wednesday, January 7, 2026, at 10:00 am, at City Hall, on the 6th Floor in Training Rooms 624/625 at 305 Fountain Circle, Huntsville, AL 35801.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: Cummings Research Park Monument Signs-REBID, more particularly known as Project No. 71-25-SP25.

Description of Project: Construction of new monument signage for Cummings Research Park.

PRE-QUALIFICATION: All contractors who plan to submit a bid must submit a prequalification package, which can be obtained at www.huntsvilleal.gov/engineeringbids. Three (3) copies of the completed prequalification package must be submitted to the City of Huntsville Engineering Department contacts provided no later than 5:00 p.m. on Tuesday, November 25, 2025. Responses will be evaluated and contractors will be notified promptly. Bids will only be considered from contractors deemed to be qualified through this process. The City of Huntsville will not be responsible for a bidder's failure to complete the pre-qualification package nor to become pre-qualified.

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9 (amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

This project Cummings Research Park Monument Signs-REBID, more particularly known as Project No. 71-25-SP25 requires the contractor to possess a State of Alabama General Contractors License.

After proposals are opened and read, they will be compared on the basis of the summation of the products or approximate quantities shown in Attachment "A", multiplied by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. A proposal will not be considered unless signed by the bidder or his authorized agent and accompanied by cashier's check or properly signed bid bond, as required by law.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost of the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project will be received at City Hall, 305 Fountain Circle, on the 6th Floor, in Training Room 624/625, on the 15th day of January, 2026, until 10:00 a.m. Bids may be sent via Air Courier, Delivery or Messenger Service, mailed by United States Postal Service, or hand delivered to Attention: Engineering Procurement and Contracts Coordinator, to the City of Huntsville City Hall, 305 Fountain Circle, Huntsville, AL 35801. Delivery by any of these means must be received before 5:00 p.m. CST on the day prior to the bid opening. After 5:00 p.m. CST on the day prior to the date of the bid opening, bids must be hand delivered and presented at the bid opening. All bids received after 10:00 a.m. CST on the noted bid date will be returned unopened.

Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Contract Document Order of Precedence shall be as follows:

1. Addenda
2. General Requirements (Instructions to Bidders and Bid Proposal including Attachments)
3. Supplement to General Requirements
4. Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects 1991
5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)
6. Special Conditions
7. Current ALDOT Specifications

Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: http://www.huntsvilleal.gov/government/departments/engineering-department/. Plans and proposals can be downloaded from our website at no cost: https://www.huntsvilleal.gov/business/bid-a-project/rfp/. Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing, provided by the COH (Attachment "A") and made available for download from the Engineering website, on a thumb/flash drive (preferably in a live/flash drive format) in the Excel format. The thumb/flash drive (preferably in a live/flash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive, which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"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."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in the bid proposal as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

ALABAMA ACT 2016-312

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of JS Building Company, Inc (insert name of business) I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Title: President
(Signature of authorized individual) "

Advertise Date: 11/12/25

ATTACHMENT "G"
SAMPLE FORM

REQUEST FOR PAYMENT
CITY OF HUNTSVILLE ENGINEERING DIVISION

PROJECT NAME AND NUMBER:

ESTIMATE NUMBER: _____ PERIOD FROM: _____ TO _____

CONTRACT DURATION _____ DAYS
START DATE: _____ END DATE: 1/0/00 TOTAL CONTRACT TIME (3) 0 DAYS

TIME C.O. # 1 _____
TIME C.O. # 2 _____ CONTRACT DAYS REMAINING 0
TIME C.O. # 3 _____

TOTAL CONTRACT AMOUNT (1) AS AWARDED $ - CURRENT $ -

C.O. # 1 $ -
C.O. # 2 $ -
C.O. # 3 $ -

TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2): $ -

MATERIAL STORED (INVOICE ATTACHED) $ -

RETAINAGE (5%) OF 50% OF CONTRACT $ -

AMOUNT EARNED AFTER RETAINAGE $ -

Amount is in accordance with ALDOT and COH specifications and is based on the contract amount before change orders.

LIQUIDATED DAMAGES PER DAY 200

LIQUIDATED DAMAGES ASSESSED TO DATE: -

Damages, if applicable, will automatically be calculated by subtracting the contract end date from the invoice period end date and multiplying the days by the daily damages amount. Damages will automatically be deducted from amounts otherwise due.

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: $ -

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES $ -

A: % OF TIME ELAPSED: TIME ELASPED TO DATE _____ DAYS =
TOTAL CONTRACT TIME (3) 0 DAYS

B: PROJECT COMPLETION: TOTAL EARNED TO DATE (2) - = #DIV/0!
TOTAL CONTRACT AMOUNT -

C: PROGRESS OF WORK: B - A: =

CONTRACTORS CERTIFICATE

I _____ the duly qualified, acting and authorized agent for the contractor _____ on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto, and do further certify that all labor, materials and equipment listed herein have been paid for in full as allowed on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the final payment of this estimate. We further certify (if this is the final estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment of the final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE _____ **DAY OF** _____

BY: _____ CONTRACTOR: _____

TITLE: _____

SIGNED: _____ WITNESS: _____
SIGNATURE

We have checked the quantities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct.

APPROVED FOR PAYMENT

BY: _____
CONSTRUCTION INSPECTOR

BY: _____
PROJECT ENGINEER

BY: _____
KATHY MARTIN, CITY ENGINEER
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

IF FINAL ESTIMATE, DATE WORK WAS COMPLETED: _____

ATTACHMENT "H"

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ATTACHMENT "I"

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. **General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): JS Building Company, Inc.
- City of Huntsville current taxpayer identification number (if available): #17325
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. **Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership *(check appropriate box)*	**Entity I. D. Number & Applicable State**
☐ Individual or Sole Proprietorship	~~Not Applicable~~
☐ General Partnership	~~Not Applicable~~
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: Alabama; #000-234-271
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. **Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: _____ Title (if applicable): President

Type or legibly write name: Brent Snyder Date: 1/16/26

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 431102

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and JS Building Company (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 431102

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.





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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer JS Building Company Inc.	
Name (Please Type or Print) Joe A Still	**Title**
Signature Electronically Signed	**Date** 07/12/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 07/12/2011

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Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	JS Building Company Inc.
Company Facility Address	108 Clinton Avenue W. Huntsville, AL 35801
Company Alternate Address	P.O. Box 18456 Huntsville, AL 35804
County or Parish	MADISON
Employer Identification Number	562444032
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Dianne S Rogers
Phone Number	2568746600
Fax	2565365830
Email	dianne@jsbuilding.net

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This list represents the first 20 Program Administrators listed for this company.

ATTACHMENT "J"

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of JS Building Company, Inc. ***(insert name of business) I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.***

_____

Title: President

(Signature of authorized individual)"

ATTACHMENT "K"

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

I, the undersigned, certify to the State of Alabama as follows:

a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312.

b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Signature: _____

Name of Certifying Official (print): Brent Snyder

Title: President

Date of Certification (mm/dd/yyyy): 1/16/26

ATTACHMENT "L"

TRACER WIRE SPECIFICATION

Open-Trench Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

Directional Bore or Jacked Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core hard drawn extra high strength horizontal directional drill tracer wire, 1150# average tensile break load, 45 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

ATTACHMENT "M"

Relating to public contracts; to amend Section 39-3-4, Code of Alabama 1975, to provide requirements for the use of iron produced within the United States for certain public works projects under certain conditions.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Section 39-3-4, Code of Alabama 1975, is amended to read as follows: "§39-3-4 (a) Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of the—above mentioned' domestic iron or steel products becomes impractical as a result of a national emergency. national strike. or other cause, the awarding authority shall waive the above restriction.

(b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used. there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor."

ATTACHMENT "N"

STANDARDS FOR NURSERY STOCK

1. EXCEPT BY SPECIFIC AUTHORIZATION OF THE CITY, EACH TREE OBTAINED WILL HAVE:

- A tag identifying its species and the nursery that grew it
- A single stem with a full, balanced crown
- Well-formed branches, and no codominant (forked) stems
- Caliper or height as specified
- A root ball of a diameter and height appropriate to the caliper of the tree (according to American Nurserymen's Association standards), and neither broken apart nor separated from the tree's roots.

2. PLANTS MAY BE REFUSED FOR ANY OF THE FOLLOWING REASONS:

POOR VIGOR OR FORM, such as:

- A sparse or chlorotic crown
- Inadequate root development within root ball.
- Abnormally sunken places in the bark, especially below branches.
- Narrow branch angles, especially those with included bark.

DAMAGE, such as:

- Open wounds on the trunk, branches, or roots (including below the soil line)
- Cracks or bark splits surrounded by inrolled callus
- Dead, cracked, broken, or flush-cut major branches
- Separating grafts.

IMPROPER PREPARATION, such as:

- Flush-cut pruning scars, or branch-stubs left at pruning
- Evidence of topping
- Evidence of pruning done in an effort to "shape up" a derelict tree or shrub
- Improperly prepared root ball (see above).

INSECT AND/OR DISEASE PROBLEMS, such as:

- Signs (e.g., eggs) or symptoms (damage) of harmful insects.
- Signs (e.g., vegetative or sporulating bodies growing on trunk, branches, or roots) or symptoms (damage) of pathogens.

3. THE CITY RESERVES THE RIGHT:

- to select trees in the nursery,
- to reject trees or shrubs that do not meet the quality standards listed above
- to refuse trees that have been improperly prepared for transportation or improperly handled prior to delivery, and
- to make changes in species and/or size of nursery stock, as necessitated by availability or unforeseen planting site conditions.

4. ALL SHRUBS AND GROUND-COVER PLANTS must cover the tops of their containers, and all containers must actually have the capacity specified.

GUYING/STAKING:
Stabilize trees with T-posts, left in place for about 1 year. The use of 'Arborties' and 'Arborknots' should benefit the trees, and should probably be continued, barring new information to the contrary.

Unless specific plans are made for inspection of nursery stock in the nursery, the selected providers will choose the trees and shrubs for use in planting projects, so that all chosen plants meet our nursery stock standards, mentioned above.

In general, all balled-and-burlapped nursery stock should have been grown in a soil comparable to what they will be planted in at the construction site - that is, usually a predominantly clay soil, rather than a sandy soil. In general, the supplier should be from an area more northerly than Huntsville, rather than more southerly.

Trees will be inspected by the Engineering Department's construction inspector, using nursery stock standards provided by Forestry/Horticulture. With adequate notice of the time of arrival (generally 1-2 days), Forestry/Horticulture will provide a representative to assist the construction inspector.

During the time between the delivery and the planting of nursery stock, all plants will be protected as follows:

- All balled-and-burlapped plants will be heeled in, using shredded pine bark mulch, wood chips, or a comparable material.
- All plants will be watered regularly, so as to keep the mulching material moist.
- Any trees with thin bark must be protected from sunscald.
- Care must be taken to handle the plants as little as possible, to protect them from damage to trunks, branches, and root balls.

The following applies regardless of seeding method used:

BASIS OF ACCEPTANCE.
The acceptance of designated seeded areas will be based on verification of a satisfactory stand of grass and legumes in the season for each seed specie required by the mix designated for use. All seedbeds areas shall be rock free before seeding. Any settlement that causes rocks to be exposed, all rocks shall be removed before acceptance. There shall be no rocks in seeded areas over ½ inches in diameter. If a satisfactory stand of grass is not established, the area shall be re-seeded without additional cost to the Department. A satisfactory stand is defined as a cover of living plants, after true leaves are formed, of the seed species required by the mix designated for use in which 80% coverage per square foot of the selected turf type has occurred.

Mowing, weeding, edging, when directed, will not be paid for as a separate pay item. Mulch, if required, will be applied and paid for separately under Section 657. Topsoil, if required, will be applied and paid for separately under Section 649, and is to include testing and mixing of additives as required by test results, if required. Water necessary to satisfactorily prepare, and establish an early stand of grass, and maintenance of all seeding shall be classified as a part of the seeding items. The amount of water and when it shall be applied shall be the Contractor's responsibility until acceptance of the project.

CARE DURING CONSTRUCTION .
All work shall be pursued in accordance with contract erosion control requirements. The Contractor shall water, fill washes, and otherwise protect and maintain the seeded areas including any mulch or cover used until the contract is accepted or grassing is accepted. Damage by either pedestrian, vehicular traffic, or other causes shall be repaired by the Contractor. It shall be the responsibility of the Contractor to establish and maintain a satisfactory stand of grass until final acceptance of the project. Mowing of excess growth shall be performed when the height of grass is in
excess of six inches. The vegetation shall be cut to approximately four inches in height. All of the above work shall be performed regardless of seeding method used and without additional compensation.

ATTACHMENT "O"

CITY OF HUNTSVILLE
IRRIGATION SPECIFICATIONS
NON MAXICOM

GENERAL

PURPOSE

The objective of these specifications is to provide, assemble and install sprinkler system which will operate in an efficient and satisfactory manner so that the finished system shall efficiently irrigate all areas to be covered and shall prove satisfactory in all aspects to the owner. The specifications, design details, irrigation designs and quotation are to be considered a part of the sprinkler system contract, and it is expected that the chosen contractor will follow specifications with due perseverance.

SCOPE OF WORK

The work required by these specifications consists of all labor, material, equipment, and services required for a complete functioning irrigation system.

The plans and specifications are intended to include everything obviously requisite and necessary to the proper installation of the work whether each necessary item is mentioned herein or not, unless otherwise specified, and the contractor is expected to provide for the same.

All work herein specified or called for on the drawings or in the detail drawings shall be executed in accordance with all governing ordinances, laws and regulations and shall meet all local conditions and any changes and/or additions in work necessary to meet ordinances, laws, regulations and/or conditions will be made without additional expense to the owner, but such changes shall have the prior written approval of the owner.

DEFINITION OF THE INTENT OF DOCUMENTS

The contract agreement, drawings, specifications and quotation constitute the contract documents, and all modifications thereof incorporated in the documents before their execution. What is called for in one document shall be as binding as if called for by all. The intent of documents is to include, unless otherwise stated, all labor and equipment for the completion of the work required for a complete irrigation system in a workmanlike and proper manner.

EXAMINATION AND VERIFICATION OF DRAWINGS AND JOB SITE

Prior to submitting a proposal for this project, each bidder has the responsibility to examine the premises and satisfy himself as to the condition under which he will be obligated to operate in installing the irrigation system under this contract.

All plot dimensions on the irrigation design are approximate. Prior to proceeding with the work, the contractor shall carefully check and verify all dimensions and shall report all variations from those indicated in

the irrigation plan to the owner in writing. If changes are to be made, they will be made in accordance with previous provisions.

GUARANTEES

The work included under this contract shall be guaranteed by the contractor against all defects and malfunctions due to faulty workmanship for a period of one year from the date of final acceptance by the owner. Upon being informed by the owner of any defects or malfunctions in workmanship, the contractor shall effect all necessary repairs and/or replacements in a reasonably expedient manner at no additional cost to the owner.

Emergency repairs, when necessary, may be made by the owner without relieving the contractor of his guarantee obligation.

The contractor shall be obligated to repair any settling of backfilled trenches which may occur during the guarantee. The contractor is also obligated to restore any and all damaged planting, paving or improvements within the year period. If the contractor does not respond to the owner's request for repair work within a period of two days, the owner may proceed with such necessary repairs and charge the contractor for all expenses incurred in the repair work.

EQUIPMENT, TOOLS, AND LABOR

The contractor shall provide and pay for all equipment, tools and labor required for the completion of this project. All irrigation meters and backflow preventers, including taps and boxes are by Huntsville Utilities; bidder shall include all fees and costs (material and labor) for same in his lump sum bid price for irrigation.

The contractor shall provide and keep up-to-date a complete set of as-built drawings which shall be corrected daily to show changes in sprinkler locations, controller location, piping locations and other deviations from the original irrigation design drawing as provided to him. All isolation valve locations shall be shown with actual measurements to reference points so they may be located easily in the field. Upon completion of the work, the contractor shall furnish the owner with a complete set of as-built drawings showing the sprinkler system as installed. This is the responsibility of the contractor and shall not be construed to be the responsibility of any other party.

TRAINING OF PERSONNEL

Upon completion of work and acceptance by the owner, the contractor shall be responsible for the training of personnel in the operation, maintenance, and repair of the system. The contractor shall furnish copies of all available parts lists, trouble shooting lists, specification sheets, and catalog sheets to the owner prior to final payment.

The contractor shall set the initial watering schedules and programming of the automatic controllers in accordance with the specifications, irrigation plan or as directed. Changes in the schedules and programming and instruction on how to make such changes shall be the responsibility of the designer or landscape architect of the system.

PROTECTION OF WORK AND PROPERTY

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with work on this contract. The contractor shall take care to avoid damage to any existing buildings, equipment, piping, pipe coverings, electrical systems, sewers, sidewalks, landscaping grounds, above ground or underground installations or structures of any kind, and shall be held liable for any damage that does occur. Damage includes not only mechanical damage but from leaks in the irrigation system being installed by the contractor, whether through negligence or otherwise. The contractor shall adequately protect adjacent property as provided by law and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by the Public Authority for local conditions. The contractor shall securely cover all openings into the section of the system he is working on and components of the system as it is being installed to prevent obstructions in the pipe and the breakage, misuse or disfigurement of the equipment.

HANDLING OF MATERIALS

The contractor shall be responsible for correct procedures in on-site loading, unloading, stacking, transporting, and handling all materials to be used in the system. The contractor shall avoid rough handling which could affect the useful life of equipment. Pipe shall be handled in accordance with the manufacturer's recommendation on loading, unloading, and storage.

CLEANING PREMISES

The contractor shall continuously keep a neat and orderly area in which he is installing the system. Disposal of rubbish and waste material resulting from the installation shall be continual. There shall be NO waste materials or trash allowed in trenches.

MATERIALS

All materials are to be furnished as specified on drawings or in specifications.

SOLVENT CEMENT AND PRIMER

Solvent shall be IPS-721 or pre-approved equal.
Solvent shall be IPS-727 or pre-approved equal, **When temperatures are below 40 Fahrenheit.**

NOTE: In temperature below 32° Fahrenheit contractor shall not glue any pipe together.

Primer shall be IPS-70 or pre-approved equal.

ELECTRIC REMOTE CONTROL VALVE

100-PEB.-150-PEB.-200-PEB.

The electric remote control valve shall be a normally closed 24 VAC 50/60 cycle solenoid actuated globe pattern with a balanced pressure diaphragm design. The valve pressure rating shall not be less than 200 PSI.

The valve shall have a manual open/close control (internal bleed) for manual opening and closing of valve without electrically energizing the solenoid. The valve shall have internal manual bleed to prevent flooding of the valve box. The valve shall house a fully-encapsulated, one-piece solenoid with captured plunger. The 24

VAC 50/60 Hz solenoid shall open with 19.6 VDC minimum at 200 PSI. At 24 VAC average in rush current, it shall not exceed .41 amps. Average holding current shall not exceed .23 amps.

The valve shall have a control port filter screen to filter out grit and prevent clogging of hydraulic control parts.

The valve shall have a stainless steel flow control stem and cross handle for regulating or shutting off the flow of water. The valve must open or close in less than one minute at 200 PSI and less than 30 seconds at 20 PSI.

The valve construction shall be as such as to provide for all internal parts to be removable from the top of the valve without disturbing the valve installation.

The valve shall be as manufactured by Rain Bird Sprinkler Manufacturing Corporation, Glendora, California, or an approved equal.

ELECTRIC REMOTE CONTROL VALVE FOR DRIP
Valve for Drip shall be; XCZ-100-PRF only.

SPRINKLERS

SECTION Depending on location, area and if you are installing in a bed or in turf these are the sprinklers that need to be installed.

SPRAYS
Sprinklers to be used in beds will be **1812-SAM-PRS-45**.
Sprinklers to be installed in turf will be **1806-SAM-PRS-45.**

NOZZLES
Nozzles shall be M.P. Rotors only.

ROTORS
Sprinklers to be installed in small turf areas will be **3504-PC-SAM-PRS.**
Sprinklers to be installed in larger turf areas will be **5006-PL-PC-SAM-PRS.**

See plans for requirements or other information for this project.

RAIN GAUGE
W.R.C. Wireless Rain Sensor Combo, installed in a lock box.
If Maxicom is in use a Rain Can must be used

LOCATION WIRE

Permanently mark all of your irrigation lines with **TRACE – SAFE** water blocking tracer wire (Color Blue). Begin at the control valve and continue to the end of that line for every control valve. Also mark in the same manner beginning at the backflow vault and run in all main line trenches including any wire trenches that may be separate from the main line. **See detail sheet.**

If you have to start a new roll of wire or wire is broken, it must be repaired with a muletape wire connector (trace-safe water blocking) number T-S 19IL, T-S 19, T-S 12-19IL T-S 12-19 TS-19-LC and covered with an econo valve box or 10 inch if needed. You will also need to use them at the start of a run; main line and each lateral line. There will be no exceptions to this stipulation.

If you are irrigating a sports field you do not have to run Trace – Safe Wire on the fields.

CONTROL VALVE WIRE SPLICES

These splices will only be made by using **3M-DBY's;** all splices will either be made in a control valve box or a 6 inch econo box **only**.

SECTION INSTALLATION AND INSPECTION

INSPECTION OF WORK IN PROGRESS

The owner's authorized representative shall be responsible for inspection of the contractor's work which is in progress. A representative may bring to the attention of the contractor any work which does not meet the specifications of this contract and the contractor shall correct such work as brought to his attention.

STAKING OF SPRINKLER LOCATION

Staking of sprinkler locations shall be done by the contractor and approved by the owner's representative.

EXCAVATION

All excavation shall be unclassified and shall include all materials encountered.

It shall be the responsibility of the contractor to provide suitable backfill materials. This backfill material shall be free from the rocks, large stones and other unsuitable substances which could damage the pipe or create unusual settling problems. The minimum depth of cover over piping 6" and larger shall be 24". The minimum depth of cover over piping 4" and smaller shall be 18". Backfilling will be done in 6" layers and tamped after each layer is put in to prevent excessive settling **in all lines.**

No cutting of existing asphalt roadways shall be allowed. Contractor shall bore any required crossing of existing roadways in an approved manner.

The contractor shall exercise reasonable care to avoid causing damage to any and all underground utilities and structures.

The owner shall advise the contractor of any underground utilities or structure of which he is aware. Utility locating services shall be called upon to pinpoint location of any underground utilities on site of the project by the contractor.

INSTALLATION OF SYSTEM MAIN

Installation of the system main shall be in accordance with the manufacturer's instructions and shall proceed from the point of connection of supply for the system. Concrete thrust blocks shall be installed at any directional change or tee in the pipeline in accordance with the pipeline in accordance with the pipe manufacturer's instruction.

INSTALLATION OF LATERAL LINES

Lateral lines may be installed by standard trenching techniques or by "pulling in" pipe. If the pull-in method is used, the pipe "plow shall be a vibratory type and equipped with a turf roller device to prevent tearing of the "turf". The "Mole" or "Bullet" which precedes the pipe and is used to form the opening for the pipe shall be not less than 1" larger in diameter than the outside diameter of the pipe. Starting and finishing holes shall not exceed a two foot square opening, which the sod removed from such holes is to be preserved and replaced.

Lateral pipes and fittings shall be installed in accordance with the manufacturer's recommendations, including the shaking-in of PVC pipe to prevent excessive strain when contracting in cold weather.

SPRINKLER HEADS

All sprinklers shall be installed on swing joints as shown in detailed drawings. When funny pipe is used for spray heads be sure and use a marlex ell and a barb ell as a swing joint directly below sprinkler head. The sprinkler head shall be installed so that the top is slightly below the finished grade level. If finished grade has not been established, the sprinkler will be extended a minimum of 4" above existing level and marked with a stake to prevent damage by equipment. Back fill around the swing joint and sprinkler shall be free of large rocks, roots, or foreign debris. Hand tamp around heads, so heads do not move.

When finished grade has been established the contractor shall set heads with top slightly below the finished grade level, below sod or sprigs.

NOTICE OF COMPLETION

When the contractor is satisfied that the system is operating properly, that it is balanced and adjusted, that all work and cleanup is completed, he shall issue the notice of completion to the owner's authorized representative. The notice of completion shall include the required for final inspection with date and time given.

FINAL INSPECTION WITH OWNER'S REPRESENTATIVE

The owner's representative will respond to the notice of completion by the contractor and shall appear at the given time for a tour of the project with the purpose of making it the final inspection. Any inconsistencies to the specifications shall be noted by the owner's representative and a written copy of corrections shall be given to the contractor.

SECTION

SECTION ACCEPTANCE OF THE SYSTEM

The owner may accept the system even though the corrections on the final inspection have not been made by the contractor. In such a case, there will be deductions for the uncompleted or uncorrected work based on previous provisions of these specifications. Such deductions shall be made from the final payment.

SECTION AS-BUILT PLAN ACCEPTANCE

Acceptance of the system is based on the furnishing by the contractor of two sets of completed as-built plans which is acceptable to the owner or owner's representative.

TRAINING OF MAINTENANCE PERSONNEL IN OPERATION AND MAINTENANCE OF SYSTEM

The contractor's responsibility of training maintenance personnel in the operation and maintenance of the system, as outlined in a previous section of these specifications, shall not be waived due to acceptance of the system. If this responsibility is not fulfilled, the cost of obtaining this training by the owner shall be shown as deduction in the final payment.

WARRANTY AND GUARANTEE CERTIFICATES

The contractor shall furnish a certificate of warranty registration and a guarantee of work for a one year period from date of final acceptance of the system. Depending on the time of completion the contractor will need to winterize the system and start it back up in the spring. Final payment for the system shall not be made unless this certification is presented to the owner.

ATTACHMENT "P"

ADDITIONAL IRRIGATION MEASURES

GENERAL

Extent of underground irrigation system is shown on Drawings and in the schedules. Provide all labor, materials and equipment required by or inferred from Drawings and Specifications to complete the Work of the Section. Provide additional Work and materials required by local authorities at no extra cost to Owner. Contractor shall provide all permits, applications, licenses and other qualifications to complete work at no additional cost to owner.

Reference Standards: American Society for Testing and Materials, Annual Book of ASTM Standards, latest edition.
Contracts: Irrigation Work to a single firm specializing in irrigation installation, acceptable to Landscape Designer.
Codes and Standards: Perform Irrigation Work in compliance with applicable requirements of governing authorities having jurisdiction. County regulations supersede these specifications. Notify Landscape Designer in writing of all discrepancies immediately.

Do not make substitutions: If Contractor desires to make substitutions of materials; sufficient descriptive literature and material samples must be furnished to establish the material as an equal substitute. In addition, Contractor must state his reasons for desiring substitute materials. Submit this request and information to Landscape Designer.

Approval and Selection of Materials and Work: The selection of all materials and execution of all operations required under the Drawings and Specifications is subject to the approval of Owner and Landscape Designer. They have the right to reject any and all materials and any and all Work, which in their opinion does not meet requirements of the Contract Documents at any state of operations. Contractor to remove rejected Work and or materials from Project Site and replace promptly.

"As-Built" Drawings: Any changes in layout and/or arrangements of the proposed irrigation system, or any other differences between proposed system and actual installed conditions are to be recorded by Irrigation Contractor in the form of an "As-Built" Drawing. All drawings are to be clearly and neatly drawn on a Mylar sepia base of original design provided by Landscape Designer. Provide Owner and Landscape Designer with a reproducible Mylar copy of the "As-Built" Drawings before Work under this Contract will be considered for acceptance. All automatic and manual valves, hose bibs or quick couplers and wire splice shall be shown with actual dimensions to reference points so they may be located easily in the field. Submittal of approved "As-Built" Drawings will preclude any Application for Final Payment by Contractor.

Delivery, Storage and Handling: Deliver material and equipment in such a manner as to not damaged parts or decrease the useful life of equipment.

Store materials away from detrimental elements. Coordinate with General Contractor to secure a safe staging area.
Handle, load, unload, stack and transport materials for irrigation system carefully to avoid damage. Handle pipe in accordance with Manufacturer" recommendations.

Verify Tap: Test water conditions, as they exist immediately down stream from tap: If they do not meet design demands, notify Landscape Designer immediately of existing conditions.

The irrigation system is designed to operate under the following conditions; a minimum of 60 psi of water pressure at tap and at least 60# gpm available water supply from existing tap & meter. Verify working conditions by Irrigation Contractor
Job Conditions: Insurance on irrigation materials or equipment stored or installed is the responsibility of Irrigation Contractor. Such insurance shall cover fire, theft and vandalism. Should Contractor elect not to provide for such insurance, he will in no way hold Owner responsible for any losses incurred by the aforementioned acts. The Contractor is responsible for all costs incurred in replacing damaged or stolen materials.

Obtain all required permits and pay all required fees, at no additional cost to Owner. Any penalties imposed due to failure to obtain permits or pay fees are the responsibility of the Contractor.

Provide and maintain all passageways, guard fences, warning lights and other protection devices required by local authorities.

Existing site improvements shall be performed in a manner that will avoid possible damage. The Contractor is responsible for any damage of a mechanical nature as well as damage resulting from leaks in irrigation system whether due to negligence or otherwise. Keep project site clean and orderly at all times during construction.

Sleeves are to be installed by the Irrigation Contractor.

Coordination and scheduling for excavation of sleeve ends is the responsibility of the Irrigation Contractor.

Coordinate and schedule all Work with General Contractor.

Damages resulting from irrigation installation to Work of other trades must be repaired at the expense of Contractor in a timely

fashion.

Make adjustments to system layout as may be required and requested to provide complete coverage at no additional cost to Owner.

Warranty: All Work for a period of one year, starting on Date of Substantial Completion, against defects in material, equipment, Workmanship and any repair required resulting from leaks or other defects of Workmanship, material or equipment.

Repair unsatisfactory conditions promptly at no cost to Owner.

Owner may make emergency repairs without relieving the Contractor of this warranty obligation.

Irrigation Contractor to repair settling of backfilled trenches occurring during warranty period, including restoration of damaged plantings, paving or improvements resulting from settling of trenches or repair operations.

Respond to Owner's request for repair Work within ten days. If not, Owner may proceed with such necessary repairs at Contractor's expense. In addition, Contractor shall be held responsible for replacement of any plant material (tree, shrubs, sod or seed) that becomes damaged or dies due to a lack of water during periods in which irrigation system is inoperable.

PRODUCTS:
Specific requirements concerning the various materials and arrangements which safe to be installed are shown on drawings.

Quality and Size: Material specified by name and/or model number in the Specifications, on the site or detailed drawings are used for the purpose of identification of materials and to insure specific use of that material in the construction of the system. No substitutions will be permitted without approval. (See Substitutions).

Plastic pipe for all main lines and laterals is Class 200 PVC Type 1120 or 1220 as manufactured Cabot, John-Mansville (or approved equal) unless otherwise specified herein or on the drawings.

PVC pipe is to be continuously marked with Manufacturer's identification, type, class and size and installed with these markings on the tope of the pipe.

All fittings should be Schedule 40 PVC Type 1, of domestic manufacture and identified as to pressure rating or schedule.
Solvent Weld: Solvent weld for PVC pipe over 20' length must be installed with standard 20' length sections. Unnecessary joints or couplings are not acceptable.

Risers: no risers will be used.

Electric Wiring: All 110 volt AC wiring to controller must consist of three wires: one black, one white and one ground. Electrical service to be provided by General Contractor unless otherwise directed by Owner.

All splices in controller wiring shall be waterproofed by using 3M DBY'S wire connectors.

All control wiring shall be 24-volt solid wire U.L. approved for direct burial in ground. Minimum wire size: 14 gauge station, 12 gauge common.

All control wiring and wiring connections from controller to valves shall be included in this contract.

Sprinkler Heads: Provide as indicated on the plan. Heads perform to Manufacturer's specifications concerning radius of throw and volume in gallons per minute at given pressure. All sprinkler heads are on swing pipe and hose bibs are to be on triple elbow swing joints.

Automatic Controller: Is to be installed in the location (shown on drawings/identified by owner's representative). The controller location will be accessible as shown on drawing for maintenance. Provide for the possibility of making minor timing adjustments to the controller in the field.

Provide controller specified on drawing; fully automatic capability as well as manual operation of the system.

Irrigation Contractor to coordinate sleeve through wall for irrigation controller (with General Contractor). If installed outside coordinate sleeve through concrete slab for irrigation controller (with General Contractor).General Contractor to provide power to controller. Coordinate with General Contractor.

Provide controller specified on drawing that operates on a minimum of 110 volts AC power input and is capable of operation of 24-volt AC electric remote control valves, with a reset circuit breaker to protect from overload. Contractor is responsible for connection to 100V AC power to controller.
Stations: Each station shall have a time setting knob that can be set for variable timing in increments from 6 to 60 minutes, or set to omit the station from irrigation cycle.

The controller, Rainbird ESP – MC-24- SS shall have a 14-day calendar dial and a 24-hour clock dial with 23 captive hour pins for programming irrigation cycle start times. A master "on-off" switch shall allow the valve power output to be interrupted without affecting the controller.

Controller Construction: The controller must be constructed so that all internal parts are accessible through controller door without disturbing cabinet installation.

Water Meter: Coordination of meter installation is the responsibility of the Irrigation Contractor. Unless installed by Utilities.
Backflow Preventer: To be installed by Irrigation Contractor. Provide Watts Double Check Assembly Backflow Preventer Model 007. The backflow preventer is a double check valve assembly type, capable of having a flow rate of 80 gpm, with a pressure loss not to exceed 5 psi and suitable for supply up to 150 psi. The backflow preventer body to be bronze, internal parts stainless steel and check valve assemblies with tight seating rubber. The backflow preventer assembly must include two gage valves for isolating unit and two ball valve test clocks for testing unit to insure proper operation. Provide backflow preventer as manufactured by Watts Sprinkler Manufacturing Corporation. Unless installed by Utilities.

Pressure Regulator: Provide Wilkins #600 or equal.

Mastervalve: Rainbird # electric remote control valve w/brass body and bonnet. Valve shall be wired to open and close with each circuit valve. Size based on mainline.

Valve Boxes: Ametek 12" rectangular valve box with cover or jumbo mechanical box with cover and Ametec 10" round valve box with cover as indicated on drawings. Place a minimum of 6" depth of gravel under each valve box, meter, and pressure regular and backflow preventer box.

Sleeves: Class 200 PVC Pipe Type 1120 or 1220: Size as indicated on Detail by Irrigation Contractor.

Hose Bibs: Hose bibs shall have an all cast brass or bronze body. Hose bibs to be ¾" inside diameter and shall be installed below grade in Ametek 12" x 18" valve boxes. The cover over hose bib boxes shall be clearly marked with "non-potable water".

Control Valves: Provide Rainbird Electric Remote Control Valve (size as indicated on Plan). Valve to conform to Manufacturer's Specifications concerning performance and at a given pressure.

Surge Protection Equipment: Provide General Electric Lightning Arrestor #GL 15 CC B 007 for controllers not equipped with primary surge protection.

Provide secondary surge protection installed on the 24V AC valve control wiring for systems controlling 24V AC solenoid operated valves.

The Irrigation Contractor is responsible for determining whether the above mentioned surge protection equipment is provided for in controller as a "built-in" unit or if it must be supplied and installed separately.

Isolation Valves: Provide all gate valves for isolation purposes allowing full diameter opening when in full open position.
Manually operated valves shall be same size as mainline.

Automatic Drain Valves: Install at low point for each lateral line "Rainbird 16AP" drain valve in gravel sump 12" x 12" in size and with a minimum of 18" of cover over sump. Miscellaneous System Components: Provide risers, reducers, couplings, adapters, and fittings as necessary to complete irrigation system.

EXECUTION

Provide a competent superintendent and necessary assistants on the job while Work is progress. The Superintendent represents Contractor in all functions and directives given to him by Owner are binding as if given to Contractor in person.
During the installation Landscape Designer or the owner's representative may make regular site visits and reject any Work and materials that do not meet the Standards called for in Contract Documents. Rejected work must be promptly corrected and no time extension will be allowed for this reason.

Inspection: Inspect project area prior to start of Work to determine that all site conditions are acceptable for irrigation Work to begin. Inform Landscape Designer of unsuitable conditions. Do not proceed with installation of irrigation system until unsatisfactory conditions have been corrected in a manner acceptable to installer.

Preparation: Flag all existing underground utilities prior to trenching and/or boring operations. Obtain utility locations from Owner an/or General Contractor and Utilize utility locating services when necessary.
Excavation: All excavation is unclassified and includes all materials encountered.

Prior to excavation, remove sod, preserve and replace after backfilling is completed.

After excavation and backfilling is completed, regrade trenched area consistent with surrounding area and re-establish with 100

percent pure of type grass existing. Maintain as necessary for establishment and survival of grass.

Backfill material is to be free from rock, large stones and other unsuitable substances that could damage the pipe or create unusual settling problems. Back fill in 6" layers and tamp after each layer to prevent excessive settling.

Backfill trenches containing plastic pipe when pipe is cool to avoid excessive contraction in cold weather. Such backfilling can be done in early morning hours or pipe may be water cooled prior to backfilling procedures.

Backfill material evenly in lifts not to exceed 6" and compact to 100 percent of maximum density.

Contractor is responsible for establishing compaction in trenches equal to or exceeding overall compaction of paving base. Leave top of trench ready for asphalt by others. Minimum depth of cover of all pipe is as follows:
¾" – 1" pipe – minimum depth cover is 12"
1 ½" – 1 ½" pipe – minimum depth cover is 18".

Sleeving: Location of sleeving shown on plans is schematic. Sleeving Contractor to make adjustments necessary to accommodate existing vegetation, utilities and other existing conditions. Repair of damage to existing utilities, structures or other construction resulting from installation of sleeves is the responsibility of Sleeving Contractor. Verify those installed previous by others. Install PVC sleeves according to detail.

Pipe Joints: Follow Manufacturer's Recommendation.

Solvent weld PVC pipe, assemble according to Manufacturer's Recommendations, using appropriate PVC pipe cleaner/primer and solvent cement.

PVC to metal connection, Work metal connection first then use Teflon pipe fitting
Main line shall be installed according to Manufacturer's Recommendations.

Pipe and Fittings Installation: Install according to Manufacturer's Recommendations including snaking-in of PVC pipe to prevent excessive strain when contracting in cold weather. Solvent weld fittings must conform to Schedule 40 or Schedule 80 PVC dimensions and specifications for solvent weld fittings and as manufactured by Lasco, Inc.

Lateral lines and risers shall be as follows:
Install according to Manufacturer's Recommendations using standard techniques.
Combine lateral lines and main supply lines in common trenches wherever possible with specified minimum depth of coverage over all pipe (see Backfilling).
No risers.
Exchange of 4" pop-up to 12" high pop-in field by Landscape Designer is incidental.
Plug lines immediately upon installation to minimize infiltration of foreign matter.
Flush lateral lines and risers prior to installation of sprinkler heads.
No risers.

Sprinkler Heads: Low pop-up sprinkler heads shall be installed in such a manner that tip is 1" above finished grade. Where finish grade has not been established, extend a riser a minimum of 12" above existing grade to mark location of head. After finish grade is established, install heads at specified height on trip elbow swing joint; or flex pop when specified.

High pop-up heads: High pop-up shrub heads shall have the finished height determined by Landscape Designer.

Backfill around sprinkler head assembly in such a manner that sprinkler head is stabilized so that no lateral motion is exhibited during operation.

Height of all heads in bed areas to be determined in the field by Landscape Designer.

Install control wire in orderly fashion, locate in main line trench. Bundle wires together and tape at 10' intervals. Position wires under main line.

Allow for contraction of wires by providing looped slack at directional changes in supply line.

Keep wire splices to a minimum. All splices shall be waterproofed by using "3-M DBY'S" wire connectors. All splice locations to be indicated on "as-built drawings".
Pass Wires under existing or future paving, construction, etc. through PVC sleeves provided by Irrigation Contractor.
Control Equipment: Install automatic valves and controller according to Manufacturer's Recommendations. Appropriate locations are shown on the drawings.

Valve Boxes: All valves are to be housed in valve boxes. Install according to Manufacturer's Recommendations and according to details. Position boxes at a height that will not cause them to interfere with maintenance machinery (e.g., mowers) and such that soil and mulch do not wash into the box. Locate all valve boxes within plant bed areas wherever possible.

Install surge protection equipment on primary (110 VAC) power lines. Connect each surge protect unit to at least on 5/8" diameter by 9' long copper clad grounding electrode driven into the soil to its full depth. Place electrodes no closer than 2' from controller cabinet or any control or power wire. Be consistent in locating ground rods throughout installation with respect to controller position and not locations on "As-Built" Drawings.

Ground wire between surge protection device and grounding electrode to be single strand bare copper wire at least one size greater than wire supplying power to control unit. Route ground wire away from power and control wires where possible.

When it is necessary to pass through controller cabinet wall use two #L-70 copper grounding lugs and brass bolt as noted in detailed drawings. Use #WE 5/8" ground rod clamp (single piece and bolt) to make connection between ground rod a minimum of 10". Cover the top of rod and clamp with a Toro #850-00 cover with lid at grade level.

Balancing and Adjusting: Balance and adjust the various components of system so that overall operation of the system is most efficient. This includes synchronization of controllers, adjustment to pressure regulators, part circle sprinkler heads and individual station adjustments on controllers. The Contractor has the right to call in the Designer or Owner's Representative to aid in balancing and adjustment of system.

Operational Testing: Upon completion of irrigation system and after head installation, test entire system for proper operation. Flush all air from system and check components for proper operation.

"As-Built" Drawings: "As-Built" Drawings are to include locations of all wire splices, valves (automatic and manual) with triangulated measurements to each location as well as any deviations in location of piping and heads as represented by Contract Documents.

Owner Orientation: Upon completion of Work and final acceptance by Owner and Landscape Designer, Contractor is responsible for orientation of maintenance personnel in the operation, maintenance and repair of system. Furnish copies of all available parts lists, trouble-shooting lists and specification sheets to Owner prior to final payment.

Set initial watering schedules and programming on automatic controllers at the direction of Landscape Designer. Changes in schedules and programming and instructions on how to make such changes are under the responsibility of the Landscape Designer.

Winterizing the System: If Owner requires, irrigation piping must be winterized by first blowing system clear of water using compressed air (80 psi minimum) admitted into piping at a quick coupling valve or hose bib located at a higher elevation on the system piping. Activate individual zones; higher zones first, then proceed successively through the system towards lower elevations. Proceed through all zones twice. The air compressor used to winterize system must have an engine separate from compressor tanks to prevent high temperature air from being injected directly into PVC piping.

Clean Up: During Irrigation Work, keep project site clean and orderly. Upon completion of Work, clear grounds of debris, superfluous materials and all equipment. Remove from site to the satisfaction of Landscape Designer and Owner.
Protection: Protect Irrigation Work and materials from damage due to irrigation operations, operations by other contractors, trades and trespassers. Maintain protection until Date of Substantial Completion. Cover all openings into system as it is being installed to prevent obstructions in pipe and breakage, misuse or disfigurement of equipment.

Contractor is responsible for theft of equipment and material at job site before, during and after installation, until Date of Substantial Completion of the Work in total.

Inspection and Acceptance: Upon completion of Work, notify Landscape Designer and Owner at least three days prior to requested Date of Inspection for Substantial Completion. Prior to contacting Landscape Designer for the purpose of demonstrating all or any part of the system, thoroughly test the system for proper operation and make adjustments and replace any defective parts prior to inspection for Substantial Completion. Where inspected irrigation Work does not comply with requirements, replace rejected Work promptly, within two weeks of inspection. In unusual circumstances Owner may grant a longer time period. If such replacements are not completed within time specified, Contractor may be considered to be in default of Contract and Owner may use Contract Retainage to hire other Contractors to finish the Work.

ACCEPTANCE AND GUARANTEE

Substantial Completion: Submit written requests for inspection for Substantial Completion to Landscape Architect at least three calendar days prior to anticipated Date of Inspection and Testing. Substantial Completion cannot be granted, and at the same time no further applications for payment shall be approved for more than 85% of contract until there has first been a walk-through for head coverage. At this time the Landscape Designer and the Owner's Representative will prepare a "punch list" that consists of items to be addressed and corrected by Contractor immediately. Depending on the extent of the Work on the "punch list", the Landscape Designer and the Owner's Representative will determine whether Substantial Completion is to be granted at that time or at a later date, pending the completion of the "punch list".

Submit record drawings and maintenance manuals to Landscape Designer with written request for inspection.

Review "punch list" Work jointly with the Owners Representative and Landscape Designer for Substantial Completion of total (contract) Work.

Upon satisfactory completion of repairs and replacements and completion of "As –Built" drawings, Landscape Designer and the Owners Representative will verify system for Substantial Completion and issue AIA Certificate of Substantial Completion if all items on "punch list" have been completed. If necessary another "punch list" will be written to itemize any deficiencies still existing and will be attached to AIA Certificate. Contractor shall complete all "punch list" items if possible within 30 days while continuing maintenance.

Date of Substantial Completion: Date of Substantial Completion will constitute beginning Date of One-Year Guarantee.

This Date also constitutes the beginning of the warranty responsibilities and acceptance by Owner and Landscape Designer.

Guarantee all Work, products, equipment and materials for one year, beginning at Date of Substantial Completion as per Written Letter of Notification.

Make good any damage, loss, destruction or failure. Repairs and replacements shall be done promptly and at no additional cost to Owner.

Repair damage to grade, plants and other Work or property as necessary.

If replacement are not acceptable during or at end of Guarantee Period Owner may elect either subsequent replacement or credit. Replacement products shall have a similar one-year guarantee from time of replacement.

Guarantee applies to all unacceptable conditions or losses with exception of those due to acts of nature, vandalism or Owner neglect, as determined by Landscape Designer. Acts of Nature include, but nay not be limited to, high winds or hurricane or tornado force, sleet, hail, freezing rain and extreme cold (as determined by Landscape Designer.

Final Inspection and Acceptance: One year after the Date of Substantial Completion of Work in total, the Landscape Designer and Owner will inspect Work for Final Acceptance. Upon satisfactory completion of repairs and/or replacements Landscape Designer certifies, in writing, the Final Acceptance of Work.

At the end of Guarantee Period and upon request for inspection, jointly review all guaranteed Work for Final Acceptance. Submit written request for inspection for Final Acceptance to Landscape Designer at least two weeks prior to anticipated Date of Inspection; include list of Work Substantially Complete and list of Work replaced during Guarantee Period.

Upon completion by Contractor of all required replacements, Owner and Landscape Designer will confirm the Date of Final Acceptance of Work.

Applications for Payment will be covered in the general contract.

ATTACHMENT "Q"

LANDSCAPE MAINTENANCE GUIDELINES

A. Begin maintenance at the commencement of Work of this section and continue until Substantial Completion, as part of Work of this section.

B. Continue maintenance for a Maintenance Period of **6 months** after the date of Substantial Completion.

C. Provide labor, materials, equipment, and means for proper maintenance of all materials and workmanship.

D. Supervision: submit a written report and conduct a joint inspection with Landscape Architect maintenance program and procedures, at inspection for Substantial Completion.

E. Maintenance of trees, shrubs, sod, and seed: Maintain all plants in a growing, well-formed, healthy condition by watering, fertilizing, pruning, weeding, spraying, wrapping, straightening, and replacement or by other necessary maintenance operations.

F. Watering: Monitor the owner's automatic watering system and schedule for proper watering of all plant material.

G. Advise the Landscape Architect immediately in writing of recommended alterations due to weather or other conditions.

H. Water landscaped areas not covered by automatic watering system as frequently as necessary to maintain proper moisture level, using the following schedule as a guide:

I. Twice a month during March, April, and May. Once a week during June, July, August, September

J. No watering from October through February, except in drought conditions

K. Resodding: Rework and resod areas that fail to show a uniform stand of grass. Perform work with the same kind of sod applied and repeated until all areas are covered with a uniform stand of grass.

L. Reseeding: Rework and reseed areas, which fail to show a uniform stand of grass. Perform work with the same kind of seed applied and repeated until all areas are covered with a uniform stand of grass.

M. Pruning: Remove dead wood as it becomes evident. Remove living portions of plants only at the direction of the Landscape Architect.

N. Wilt-proofing: Apply approved anti-desiccant to all evergreen trees during the last two weeks of October (except pines).

O. All Turf Areas: Two applications (fall and winter) of chemical pre-emergent spray have been approved. Two applications (during the growing season) of chemical contact spray (approved by owner).

P. Spraying: For each spraying combine approved insecticide and fungicide to provide maximum protection for all plant materials. Three sprayings annually; in March, May and August. (Must be approved by owner)

Q. Weeding (Beds): Two applications (Spring and Fall) of chemical pre-emergent spray, approved. Herbicide applications (during the growing season) of chemical contact spray (approved by owner). Two days per month (every two weeks) manual weeding (by hand) from March 1 through September 30; remove all visible weeds. All sedges must be chemically treated, not manually eradicated.

R. Mulching: Keep planting areas neat and uniformly mulched to a specified depth continuously. In addition to replacing and re-spreading mulch as necessitated during the maintenance period completely replenish mulch in all planting areas one time (during the last month of the one-year guarantee period or as directed by the Landscape Architect.)

S. Straightening: Maintain plants in their stable upright position and at the proper grade by straightening and tightening staking and guying apparatus and as approved by the Architect.

T. Clean-up: Keep all planting areas neat, weeded, and uniformly mulched continuously. Clean up adjacent walks and pavement were lettered because of maintenance operations, continuously.

(1) The 6-month maintenance period following Substantial Completion will be considered a lump sum item to be addressed as an item included in the contract.

SUPPLEMENT TO GENERAL REQUIREMENTS

FOR

CONSTRUCTION OF PUBLIC IMPROVEMENTS

CUMMINGS RESEARCH PARK MONUMENT SIGNS-REBID

PROJECT # 71-25-SP25

CITY OF HUNTSVILLE, ALABAMA

SUPPLEMENT TO GENERAL REQUIREMENTS

1. GENERAL

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's State of Alabama license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Failure to provide this will be cause to reject the bid.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost to the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Contract Document Order of Precedence shall be as follows: 1. Addenda; 2. General Requirements (instructions to Bidders and Bid Proposal including attachments); 3. Supplement to General Requirements; 4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects, 1991; 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates); 6. Special Conditions; and 7. Current ALDOT Specifications. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in Training Room 624 on the 6th Floor at 305 Fountain Circle, Huntsville, Alabama, unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER.

2. PROPOSAL PREPARATION

(A) Proposal Form. The bidder's proposal must be submitted on the complete original proposal form furnished him by the City. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

(B) Details. On the proposal form, the bidder shall enter in numbers a unit price and the extended amount bid (unit price x quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

(C) Signing. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation or by an agent of the Contractor legally qualified and acceptable to the City. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown. The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

(D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an

alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be rejected. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals may be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

(E) Delivery of Proposals. Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Work" and so marked as to indicate the project name, project number, bidder name, and State license number. Proposals will be received by the OWNER or his representative unless otherwise provided until the hour and date set in the notice to Contractors for the opening thereof. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals that are mailed should be sent to the attention of: Engineering Procurement & Contracts Coordinator, Engineering Department, 305 Fountain Circle, Huntsville, AL 35801.

3. QUANTITIES

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the proposal. Any substantial changes requiring an increase must be approved by change order prior to work and authorized by City Council Action. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. See Attachment "A" - Bid Quantities or revised Attachment if quantities have changed after pre-bid meeting.

4. CHANGE ORDERS

(A) Changes in the Work

Without invalidating the agreement, the owner may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. A change order signed by the contractor indicates his agreement.

The OWNER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a field order.

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency.

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed and work performed in an emergency and any other claim of the contractor for a change in the contract time or the contract price which shall be approved by the OWNER.

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

(B) Change of Contract Price.

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price. The owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications (including drawings and designs); (2) in the method or manner of performance of the work; (3) in the owner-furnished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the owner which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

(C) Change in the Contract Time.

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless

OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by OWNER if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order. The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim as provided above. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the contract documents are of the essence of the agreement. The provisions shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party. No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

(D) Time extension for abnormal weather conditions

In order for the owner to award a time extension for abnormal weather, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's normal progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. The contractor's bid shall include the impact of the anticipated lost days in his quotation for the time he is to be on site.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	8	6	4	4	5	6	4	4	3	4	8

Actual adverse weather delay days must prevent work on critical activities for 50% or more of the contractor's scheduled work day before it is considered a weather delay day.

5. MAINTAIN OFFICE

The successful contractor shall establish an office in Huntsville, Alabama, with telephone service, and shall maintain close liaison with the OWNER.

6. SUBCONTRACTORS

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER and shall be properly licensed as required by Alabama State Law. (Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996)) A list of all subcontractors proposed for use on the project shall be provided to the OWNER at the time that bids are received. This document will be known as ATTACHMENT "D". Lien waivers will be required from all subcontractors at the time of submittal of the final payment request. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "D" are approved by the Owner, you will be notified in your notice to proceed. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. See Section 40 for Correction to City of Huntsville Standards Specifications for Construction.

7. BID BOND

Accompanying this proposal is a certified check or original signed, dated and sealed bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices, not exceeding $10,000.00 dollars, payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

8. N/A

9. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 24.)

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of $1,000,000, whether such operations are performed by himself, or by anyone directly or indirectly employed by them. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of Insurance are required naming the City as the Certificate Holder. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Mary Ridgeway.

10. LICENSES AND CLASSIFICATIONS

In order to receive the award of this contract, the Contractor/Subcontractor(s) shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama as stated in Section 1 above. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract by the Contractor/Subcontractor(s).

The required classification for this project is stated in the Notice to Contractors also known as Attachment "F".

11. PERMITS

Additionally, the contractor shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the OWNER at the time the contract is executed. If project requires an ADEM permit, the Contractor is responsible for transferring the ADEM permit from the City of Huntsville to the Contractor upon award of bids.

12. PAYMENT

The OWNER agrees to pay the Contractor as follows: Once each month per project. The OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors for labor, materials and equipment; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. A sample copy of the invoice is attached as Attachment "G". Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer in the Engineering Department. No further retainage will be held after fifty percent (50%) of the contract is complete. All payments to Contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 32 FOR INFORMATION ON FINAL PAYMENT.

13. N/A

14. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, and SITE WORK

Before submitting a proposal, bidders shall examine carefully the site of the proposed work, the general and local conditions, the proposal form, standard specifications, supplemental specifications, special provisions, all addenda, and the bid bond form, and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered in performing the work, and to the requirements of plans, standard specifications, supplemental specifications, special provisions, contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Boring logs and other records of subsurface investigations may be available for inspection by bidders. Bidders shall request such records if they are

not otherwise provided with bid documents. If available, it is understood that such information was obtained and is intended for the City of Huntsville's design and estimating purposes only. It is made available to bidders that they may have access to identical subsurface information available to the City, and is not intended as a substitute for personal investigation, interpretations and judgment of the bidders. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, or error omission which the Contractor may discover with respect to these documents before proceeding with the affected work. The issuance or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including drawings and specs for the project which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, the OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not, rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

15. INCLUSIONS TO CONTRACT

The parties further agree that the advertisement for bids, instructions to bidders, contractor's proposal, plans and specifications, general requirements, supplement to general requirements and general terms and conditions, together with any addenda thereto, made prior to submission of the contractor's proposal and all modifications agreed to by the parties and issued after the execution of this contract are a part of this contract as if fully set out herein.

16. COMMENCEMENT OF WORK

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

17. CONTRACT TIME

All work is to be completed within the allotted time of the original contract, which is stated in the bid proposal documents, unless a valid change order has been issued which alters the contract time period.

18. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12.). Attachment "G" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 100,000	$ 200	$ 400
$ 100,000	$ 500,000	$ 550	$ 1,100
$ 500,000	$ 1,000,000	$ 900	$ 1,800
$ 1,000,000	$ 2,000,000	$ 1,350	$ 2,700
$ 2,000,000	.....	$ 1,550	$ 3,100

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

19. **STORAGE OF MATERIALS**

The Contractor shall not permit the storage of materials on or use of any property outside the right-of-way easement or property identified as the project site.

20. **TRAFFIC FLOW**

The Contractor shall be responsible for the uninterrupted, orderly and safe flow of traffic around, on, over or across the project site.

21. **TERMINATION FOR CONVENIENCE**

A. The City may for any reason whatever terminate performance under this Contract in whole or in part by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the full or partial termination becomes effective.

B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts and shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee and may direct the Contractor to take steps to preserve the Work in place at the time of the termination.

C. The Contractor shall transfer title and deliver to the Owner such completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

D. (1) The Contractor shall submit a termination claim to the City and the Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.

(2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total Sum to be paid the Contractor under this clause shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances

or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause. initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

22. **TERMINATION FOR CAUSE**

A. If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.

B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the provisions of the Termination for Convenience clause shall apply.

23. **UNBALANCED BIDS**

The City may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

24. **ADDITIONAL INSURANCE REQUIREMENTS**

The Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Contractor shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. **MINIMUM SCOPE OF INSURANCE**

1. General Liability

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by this same insurance company.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Professional Liability

N/A

3. Automobile Liability

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Worker's Compensation Insurance

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. Employers Liability Insurance

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. **MINIMUM LIMITS OF INSURANCE**

1. General Liability

Commercial General Liability on an occurrence form for bodily injury and property damage:

$2,000,000	General Aggregate Limit
$2,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

2. Professional Liability

N/A

3. Automobile Liability

$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Worker's Compensation

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

5. Employers Liability

$100,000	Bodily Injury
$500,000	Policy Limit by Disease

C. **OTHER INSURANCE PROVISIONS**

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in question, then the minimum limits shall apply. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor or consulting firm for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees, agents or specified volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, employees, agents, and specified volunteers, as their interest may appear. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) day's written notice to the Owner.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

D. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B + V.

E. **VERIFICATION OF COVERAGE**

The Owner shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature.

F. **SUBCONTRACTOR WORKING FOR GENERAL CONTRACTOR, OR ARCHITECT, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors, or consulting firms working for the Engineer or Record shall be required to carry insurance.

G. **HOLD HARMLESS AGREEMENT**

1. Other Than Professional Liability Exposures

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and (2) is caused by any negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. The architect, engineer, land surveyor or consulting firm agrees that as respects to negligent acts, errors, or omissions in the performance of professional services, to indemnify and hold harmless the City of Huntsville, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the architect, engineer, land surveyor or consulting firm or any of their subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable.

25. **DOMESTIC PREFERENCES**

In the performance of this contract, the contractor shall comply with Ala Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

26. **TIME IS OF THE ESSENCE**

Time is of the essence in the performance of this contract.

27. **NO DAMAGES FOR DELAYS**

In the event that the Contractor is delayed in the performance of the work for the reasons set forth in §80.09 of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

In such circumstances, time extensions are the sole remedy provided to the Contractor. The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by an act of neglect on the part of the owner or the engineer, or by an employee of either, or by any separate contractor employed by the Owner, or by any changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather condition not reasonably anticipatable, unavoidable casualties, or by delay specifically authorized by the Owner in writing pending the resolution of any disputes, or by any other cause which the Owner determines may justify delay.

28. **CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION**

The Contractor's attention is specifically directed to §50.07 -Cooperation with Utilities and Non-Highway Public Facilities of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991. In addition to the responsibilities placed on the Contractor by that clause, the Contractor shall be responsible for having existing utilities located prior to excavations. The existence and location of any underground utility pipes or structures shown on these drawings have been obtained by a search of the available records. The City assumes no responsibility as to completeness or accuracy of the depicted location on these drawings. The Contractor shall be responsible for taking precautionary measures to protect the utility lines shown and all other lines not of record or not shown on these drawings by verification of their location in the field prior to the initiation of the work.

29. **CORRECTION TO CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991**

§80.09 (b) 2.of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991 refers to the definition of recovery time as being set forth in Section 10.01. Inasmuch as this definition was omitted from §10.01, the following definition shall be incorporated:

Recovery Time. Recovery time is defined as the time required, after the controlling item or items of work have been substantially damaged as a result of conditions and causes beyond the control of the Contractor and not due to his negligence of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

30. **WARRANTIES**

Contractor shall provide a minimum of one year warranty of all materials and services from date of final acceptance. Additionally, all manufacturer's warranties on materials used in providing the services shall be provided to the owner with the final payment request. Separate warranty bonds may be required on specialty items as determined by the Owner and will be shown as a separate line item in the quantities prior to bidding.

31. **COORDINATION WITH OTHER CONTRACTORS**

It shall be the responsibility of the contractor to coordinate with other separate contractors who may be working on the site or an adjacent site with regards to access to the site, storage of materials and working on a non-interference basis.

32. **W-9 TAXPAYER FORM**

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

33. **FINAL PAYMENT**

Final payment to construction contractor will be made after contractor provides the following: advertising of completion for three (3) consecutive weeks, lien waivers have been provided from all subcontractors, Record Drawings (As-Builts) have been submitted to the OWNER by construction contractor, all property pins have been reset by a licensed land surveyor hired by the construction contractor to meet "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors, and all construction signs have been removed. This final payment will be retainage only. All work shall be complete prior to advertisement of completion. Advertisement of completion shall be in a newspaper of general circulation published within the city or county in which the work has been done. The final payment request

of retainage only shall be submitted along with two (2) original, certified copies (with raised notary seal) of the advertisement of completion, warranties, lien waivers and Record Drawings. The advertisement of completion must read as follows:

LEGAL NOTICE (Header)

(company name) hereby gives Legal Notice of Completion of Contract with (project name), (project no.(s) located in the City of Huntsville, Alabama. All claims should be filed at (company address) during this period of advertisement, i.e. June 17, 24, July 1, 2011 (example of dates).

34. **PROJECT COMPLETION DATE**

The project completion date will be a date mutually agreed upon by the OWNER and Contractor. This date will be after all items have been completed. Therefore, all work will be complete before any advertisement of completion is made. The completion date will always be before the first advertisement date. This final project completion date will be the date used to determine the one year warranty for all work and materials, unless a separate warranty bond has been called for as a line item prior to bidding.

35. **RECORD DRAWINGS**

POLICY FOR RECORD DRAWINGS

The purpose of this policy is to document procedures for the preparation and delivery of Record Drawings. Record Drawings shall include all changes in the plans, including those issued as Change Orders, Plan Clarification, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the project, but not shown on the plans. After completion of all construction and before final acceptance is made, the Contractor shall submit one set of full size record drawings with dimensioned changes shown in red pencil, and one digital copy of record drawings using the criteria listed below.

City Construction Projects:
The Contractor shall be responsible for field surveying upon substantial completion of construction (to be performed by a registered land surveyor in Alabama). Contractor is responsible for providing digital record drawings showing all info specified below, as applicable. Record drawings shall be maintained by the Contractor at the work site and shall be updated based on job progress to reflect all changes. Record drawings shall be made available for review on a monthly basis at the job site. A monthly review of record drawings will be part of the monthly monetary progress review. Progress payments may be withheld if the Record Drawings are not kept up-to-date. A late review could result in a delay of payment.

Format Requirements for all record drawing submittals:
All drawings shall be prepared in MicroStation .DGN format, unless otherwise approved by the City Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files should have working units as follows: master units in US Survey Feet, no sub-units, and 1000 positional units. All data submitted shall use NAD83(2011) datum for horizontal control and NAVD88 (based upon latest Geoid) for vertical control. Since these surveys originate and terminate at points with datum adjusted Alabama State Plane Coordinates, all computed coordinates shall be datum adjusted NAD83(2011) Alabama State Plane Coordinates, U.S. Survey Foot, East Zone.

Record Drawing Criteria, unless otherwise noted by City Engineer:

1. **Roadways:**
   a. Any changes during construction of roadway/intersections that differ from plan drawings.

2. **Sanitary Sewers:**
   a. Gravity Line
      i. Horizontal Location of Manholes – Northing and easting Coordinates
      ii. Vertical Location of Manholes – Lid elevation and Invert elevation.
      iii. Changes in location of clean outs, or end of service lateral.
      iv. Changes in length, slope, size, or material of lines.
   b. Force Mains
      i. Horizontal Location of Air Relief/Vacuum/Isolation Valves – Northing and easting Coordinates
      ii. Horizontal and Vertical Location of Fittings/Bends
      iii. Changes in length, size, depth or material of lines
      iv. Changes in restraint types
   c. Pump Stations
      i. Changes in Structural Requirements – (length, width, thickness, cover, laps, bar size, spacing, materials, material strengths, etc.)
      ii. Changes in Site Development and/or Landscaping
      iii. Changes in Equipment

3. **Storm Drainage:**
    a. Structures (boxes, inlets, end treatments, etc.):
        i. Horizontal locations of Features – Northing and easting coordinates
        ii. Vertical location of Features – Tops and Inverts
        iii. Changes in type, size, or material of feature.
    b. Pipes / Culverts:
        i. Document length
        ii. Document slope
        iii. Document size
        iv. Document invert elevation
        v. Changes in material of structure
    c. Flumes, Ditches, and/or Swales/Berms: (the following are minimum requirements).
        i. Horizontal location (to verify location within described easements)

For easement widths less than 15- feet	At 100-foot intervals along the centerline of feature.
For easement widths 15-feet or Greater	At 200-foot intervals along the centerline of feature.

        ii. Vertical location (to verify positive drainage)

For slopes less than 0.5%	At 50-foot intervals along the centerline of feature.
For slopes 0.5% or greater	At 100-foot intervals along the centerline of feature.

        iii. Changes in width or material of feature.
        iv. Changes in location and type of geotechnical fabric used.
        v. Changes in overall grading of site topography.

    d. Detention / Retention Facility:
        i. Changes in size, location, or material of facility.
        ii. Changes in location and type of geotechnical fabric used.
        iii. Where applicable, copy of maintenance agreement.

Checklist for review of record drawings:

a. Changes in sidewalk location or size.
b. Changes in shoulder widths.
c. Changes in grades at intersections. (also to include changes in island location)
d. Changes in location of driveway aprons.
e. Changes in pavement section, to be supported by adequate documentation.
f. Changes in gutter flow line elevation. (could be substituted in 3b) versus edge of pavement).
g. Geotechnical fabric locations, to include vertical elevation.
h. Changes in Traffic Engineering related items such as signals, signage and markings, etc.

Any other changes that may have occurred during construction.

LEVEL SYMBOLOGY

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Street Text	0	3	0	20	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
7	Parking Lots	1	3	1			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			

11	Bridges/Culverts	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	City Limits/County Line	1	0	3			
16	City /limit text	0	0	1	30	0	
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines	6	6	1			
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	15	0	GPS
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	GPSPNT
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Signs						
51	Open						
52	Open						
53	Open						
54	Open						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for	0	1	0	10-20	1	

	Buildings						
58	Open						
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

36. **LIEN WAIVERS**

Lien waivers will be required from all subcontractors working for the contractor. These lien waivers shall be included with your final payment package. The contractor is responsible for obtaining signatures from his subcontractors. If no subcontractors are used, contractor must provide a statement indicating such.

37. **LOWEST RESPONSIBLE BIDDER**

For the purpose of determining the lowest responsible bidder, the OWNER shall consider the base bid amount together with any options set forth in the Request for Bids. In the event that the City does not have sufficient funds to award both the base bid and all options, then the City reserves the right to determine the lowest responsible bidder on the base bid only or the base bid and the number of options affordable considering the funds available to the City for the procurement. This method for determining the low bidder is for the purpose of allowing the City to procure the most advantageous bid for the OWNER. City of Huntsville reserves the right to award any and/or all options at any time during the life of the contract.

38. **NON-RESIDENT BIDDERS**

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

39. **CORRECTION TO SECTION 80.08(C) of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS"** is revised as shown:

(C) DAYS WORK NOT PERMITTED: The Contractor shall not permit work on any pay item to be done on Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday as nationally observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, except with permission of the Director.

40. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.01 Subletting and Contract. (a) LIMITATIONS**

The Contractor shall not sublet the contract or any portion thereof, or of his right, title, or interest therein, without written consent of the DIRECTOR. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than 30 percent of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of such specialty items performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the contractor with his own organization. No sub-contracts, or transfer of contract, shall relieve the Contractor of his liability under the contract and bonds. The Department reserves the right to disapprove a request for permission to sublet when the proposed Subcontractor has been disqualified from bidding for those reasons listed in Subarticle 20.02(b) and Article 30.03.

41. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.03 Progress Schedule of Operations**

A critical path schedule is required within thirty (30) days after award. The critical path schedule must be submitted in Microsoft Projects format (electronic format and hard copy), with the critical path highlighted. The critical path schedule shall show information on the task or tasks that must be finished on schedule for the project to finish on schedule. Task dependencies, constraints, and relationships shall be shown on the schedule. **If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).** See section 80.03 and 80.04 for additional requirements.

42. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" PROSECUTION AND PROGRESS 80.09 (b) Contracts on a Calendar Day or**

Calendar Date Basis

§80.09 (b) – Change 10 calendar days to 15 calendar days at each occurrence within section 80.09(b).

Section 80.09(B) is revised to remove the last sentence of the first paragraph: ("Also where the total cost of the completed work exceeds the total cost shown on the proposal, an extension in calendar days will be granted the Contractor, as provided in Section 80.09(a)1.") It is replaced by: "Where the scope of work is increased, an extension of time commensurate with the scope of the change may be granted by the OWNER, when in his judgment, the facts justify an extension. The contractor shall provide justification substantiated to the satisfaction of the OWNER with any requests for time extensions. Justification shall include, but not be limited to, a revised schedule showing the impact to critical path tasks. "

43. **CORRECTION TO SECTION 105 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement**

Section 105.04 will remain as stated when estimated borrow material is less than 2500 C.Y.

When estimated borrow material is more than 2500 C.Y., Section 105.04 is revised to remove the last paragraph: "Borrow material will be measured at the point of delivery, inside the delivery truck less 30 percent for shrinkage."

44. **CORRECTION TO SECTION 847 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PIPE CULVERT JOINT SEALERS**

Section 847 is deleted and replaced with Section 846 – Pipe Culvert Joint Sealers, ALDOT Specifications for Highway Construction, Current Edition.

45. **NPDES CONSTRUCTION REQUIREMENTS**

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Offsite borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs one (1) acre or greater or will disturb less than one (1) acre but is part of a larger common plan of development or sale whose total land disturbing activities total one (1) acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department. The Contractor is referred to the "Alabama Department Of Environmental Management Field Operations Division – Water Quality Program - Division 335 – 6" for complete definitions and requirements. The Contractor is also referred to Item 11 of these General Requirements, sections 50.15, 50.16, and 70.02 of the City of Huntsville Standard Specifications For Construction Of Public Improvements, Contract Projects (Specifications).

Contractor violations of the permit by rule which results in enforcement actions from ADEM including fines and/or work stoppage shall be the responsibility of the Contractor. Fines assessed to the Contractor or the OWNER because of Contractor action shall be paid by the Contractor. No extension of contract time shall be considered as a result of enforcement. Enforcement history will also be considered by the OWNER in its decision to issue future proposals or award future contracts in accordance with disqualification provisions of Section 20.02(b) of the Specifications.

46. **DELETION OF SECTION 50.01 – Authority of the Engineer of Record**

This section is deleted.

47. **SHOP DRAWINGS**

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and

working drawings shall be included in the contract unit prices for the various pay items of work.

48. E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"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."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

49. CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS

For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:

1. **TRAFFIC SIGNAL LOOP REPAIRS** – All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after final paving work.

2. **TRAFFIC SIGNAL STRIPING, MARKINGS, RAISED PAVEMENT MARKERS AND CERAMIC MARKERS FOR GUIDANCE** - All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced exactly as traffic striping, markings, raised pavement markers and ceramic markers for guidance existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of all striping, markings, raised pavement markers and ceramic markers for guidance and assuring that all are replaced exactly as existed prior to paving. All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be reflectorized. All resurfaced areas shall be marked with temporary striping and markings for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after final paving work.

50. SURVIVABILITY OF CONTRACT PROVISIONS

Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages, bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims, and enforcement of the rights of the parties.

51. SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner within fifteen (15) days after the date of

acceptance of this proposal by City Council action. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner. All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville.

52. GOVERNING LAW

The Contract shall be governed by the laws of the State of Alabama.

53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

54. SUCCESSORS AND ASSIGNS

The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

55. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

56. RIGHTS AND REMEDIES

Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

57. ENTIRE AGREEMENT

This Contract represents the entire agreement between the Owner and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

CUMMINGS RESEARCH PARK MONUMENT SIGNS-REBID

Project No. 71-23-WP04

January 13, 2026

Addendum #1

CLARIFICATIONS:

Project duration has changed to **three hundred sixty-five (365)** calendar days.

Bid Opening has been changed to **Friday, January 16, 2026, at 10:00 am CST in Training Room 625.**

RESPONSE TO CONTRACTOR QUESTIONS:

Q: **Grading / Earthwork**
Is there any documentation or design information defining grading or earthwork requirements for the project?

A: The Contractor is responsible for all grading and foundation preparation and construction for each sign.

Q: **Electrical Availability**
Do you have details on electrical availability at each new signage location? We see existing power at current signage, but is any additional electrical infrastructure planned or required that is not already routed to the new sign locations?

A: The City of Huntsville will coordinate with Huntsville Utilities to bring power within 5 feet of the proposed monument sign(s).

Q: **Landscaping / Irrigation**
Is there a landscaping plan or irrigation design associated with the signage installations?

A: There is no landscape or irrigation design for this project; however, we do want sleeves to be included so irrigation can be added to the landscape areas in the future.

Q: **Demolition Locations**
Can you provide the exact locations of the signs scheduled for demolition on a map?

A: The contractor is responsible for visiting the project site to determine removal of all existing monument signs to below ground level and restoring sod in the area. (I assume that we are removing all old signs since they will not match the old ones, is there a bid item for removal of existing signs?)

Q: **Engineered Drawings**
Will engineer stamped drawings be supplied at some point, and who is responsible for those? If this is a contractor responsibility, will they need to be stamped by a structural EOR?

A: An engineered foundation design will be provided by the City of Huntsville for each component of the monument signs, but the contractor is responsible for the design and engineering of all other elements of the signs. Structural elements will be required to be stamped by a licensed professional engineer.

Q: **Channel Letters**
For some of the "Component" signs, the drawings call out 6" deep channel letters, but then section views show & call out 2" deep. We're going to quote for 3" since that's standard.

A: The depth of letters in Component A are to be 6" deep. The depth of letters on Component B, Component D, and Component E are to be 2" deep.

Q: **C1 Access**
For C1, we're looking at a 70-ton crane being used for removal & install. Just a heads up that there will be potential damage to the landscape and sidewalks. Looking at entering through Old Madison Pike and approaching the sign from the west side of the sign.

A: We will work with the contractor regarding access that area for removal of the existing sign; contractor responsible for restoration of all damage to public infrastructure as a result of existing sign removal as incidental to the project.

Q: **Tax Exemption**
Please verify the tax exemption status.

A: There is no tax exemption associated with this project.

Q: **Sign Count Discrepancies**
The quantities on the Location Plan Sheets and the UNIT BID SHEET do not match. Please confirm the correct counts. The Sign Schedule shows (Qty 4) Sign ID D (Small Monument), but it's not referenced on the BID SHEET, do you know if it's been scratched from the scope? Please see attached count of what we observed. Also Option No. 1 calls for 10 of B1a and 10 of B1b but the map did not specify.

A: A revised sign location sheet was uploaded with the documents prior to the pre-bid meeting. Those locations match the quantities in Attachment A.

Q: **Schedule Priority**
Is the schedule now 365 calendar days? Is there a preference on timing on the installation of specific sign Id's? Large monuments first? Directionals first? Can the large monuments be installed one at time or 5 at time? Etc. Any sensitive areas that need to be handled at a specific time?

A: The project schedule is 365 calendar days.

Q: **Lexan vs. Acrylic**
Lexan has a tendency to fade and is not as resistant to sun exposure. Have the designers considered acrylic instead?

A: Lexan is called out in the plan documents.

Q: **Mock Up Requirements**
Please clarify mock-up requirements: Which sign types, size, composition, and location

A: One mockup is required for all components, or as materials and color changes. City will review the mock up to determine material type and color meets specifications.

Q: **Demolition**
If existing foundations of monument signs are very substantial, can the new monument signs be slightly relocated to avoid demolishing of those foundations?
A: All concrete foundations are to be removed if in conflict or to below finish grade if not in conflict.

Q: **Low Voltage/ AV Pathways**
Will pathways for LV or AV be required and where?
A: If low voltage and/or AV pathways are required by your design, then you will be required to have those designed and included in the sign and will be incidental to the cost of the project.

Q: **Clarify that Component D is not required as it is not included in the bid schedule.**
A: Component D is not included in the quantities within Attachment A.

Q: **Confirm that electrical chases for lettering are to be concealed in structure.**
A: Yes, electrical chases for lettering are to be concealed in the structure.

Q: **Confirm the permitting process. Will the project go through the building department for approval and inspection? Will the Cummings Research Park review board require submission?**
A: The Cummings Research Park Review Board will not review this submission.

Q: **Will the City provide independent materials testing for concrete and subgrade approval?**
A: Materials testing will be the responsibility of the contractor and incidental to the project.

Q: **Please provide brick allowance cost to be included in bid. (A common allowance amount is $ 500/thousand).**
A: Each sign is to be installed "complete and in place." Complete in place includes all work to include labor and material necessary to construct and install the sign as designed. Contractor shall include any necessary incidentals associated providing electrical power, irrigation, traffic control, repairs of adjacent landscaping and irrigation, etc. in accordance with the plans and specifications to provide a complete in place sign at each location.

Q: **Please clarify how electrical chases are to be handled connecting between signs where middle sign is in the median.**
A: The plans show lighting in the signs that are to be constructed in the medians. The electrical for those components need to be designed to connect to one of the components constructed on the side of the roadway. Conduit will be required to be bored to the median in order to connect the components together and will be incidental to the cost of the project.

Q: **Confirm that landscaping or irrigation is not to be included. Contractor is to repair any existing landscaping that is damaged.**
A: Contractor is responsible for repairs to any existing irrigation system and/or landscaping as incidental to the project. City will install new landscaping and irrigation material for new signs.

Q: **Confirm that City will handle any conflicts with existing utilities.**
A: If conflicts with existing utilities exist where new signs are to be constructed, we will work around the conflict or relocate the sign.

Q: **Confirm that City will handle any permitting with ALDOT.**
A: The City will coordinate with ALDOT regarding any permits necessary.

Q: **Will conduit provisions need to be made for low voltage requirements in the structures.**
A: If low voltage pathways are required by your design, then you will be required to have those designed and included in the sign and will be incidental to the cost of the project.
Q: **Please confirm contract time.**
A: The project schedule is 365 calendar days.

Q: **Confirm if we need to create 1 mockup per component.**
A: One mockup is required for all components, or as materials and color changes. City will review the mockup to determine material type and color meets specifications.

Q: **The extrusion dimensions are shown in ½-inch increments, which typically necessitate custom tooling. Are bidders permitted to adjust these to the nearest whole inch to utilize standard extrusion dies, or is pricing based on exact dimensions required?**
A: The sign is to be designed and constructed to the dimensions shown in the documents.

Q: **The documents reference polycarbonate as Lexan at a ½" thickness. Please confirm if pricing must be based strictly on brand-name Lexan at ½", or if approved equal polycarbonate products and/or alternate thicknesses are permitted.**
A: Lexan is called for in the plans.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineering/bidlist. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda, and attachments for the above-referenced project will become part of the contract documents.

Attachments: **Pre-Bid Meeting Minutes**
Cummings Research Park Sign Foundation Design
Addendum #2 dated September 19, 2025
Addendum #3 dated September 24, 2025

END OF ADDENDUM #1

PRE-BID MEETING

MINUTES

PROJECT NAME: Cummings Research Park Monument Signs-REBID

PROJECT NUMBER: 71-25-SP25

DATE: January 7, 2026

PROJECT ENGINEER: Dave Scroggins

PROJECT INSPECTOR: TBD

Shelton Patterson	JS Building
Trav Hovater, Jr.	H&N Construction
Sara Thacker	H&N Construction
Robert Miles	H&N Construction
Earl Raymond	Denyse Companies
Shea Thomas	Lee Builders, Inc.
Ken Komer	KSI Industries
Heath Wallace	Wallace Construction
Nathan Neely	Wallace Construction
Donald Esslinger	Structure Remodeling
Eli Houser	Structure Remodeling
Mary Ridgeway	COH Engineering
Angela Gurley	COH Engineering
Dave Scroggins	COH Engineering
Hannah Brown	COH Traffic Engineering

1. Introduction of all persons present

2. Work Description (Project Scope)

   Construction of new monument signage for Cummings Research Park.

3. Permits (Provide copies of all permits as part of the Contract)
   a. ALDOT – Dave stated that the city will be helping with securing the permits.

4. Utility Project Notification
    a. Conflicts with existing utilities
    b. Owner of existing utilities
    c. Responsibility of Contractor to locate and coordinate with existing Utilities
    d. Discussion with Utility Representatives

    - Dave said if there are any conflicts with existing utilities, a relocation will be coordinated.

5. Right-of-Way
    a. Status of ROW or easement acquisition
    b. Property Owner information and notification

    - Dave said there should not be any kind of notification or acquisition necessary as the city already owns the Right-of-Way.

6. Conflicting Projects

7. Schedule of Work
    a. Critical Path
    b. Need by first payment
    c. Owner reserves the right to withhold payment if work is more than 25% behind schedule

    - Dave said the contractor will need to inform him of what the critical path items will be.

8. Project Details (Plans, Specs, Special Provisions, Quantities, Dates)
    a. Review plan sheets
    b. Review Special Provisions and Specifications
    c. Reference State or City Standard Specifications
    d. Enforce ADA Standards for ROW construction.
    e. Contractor is responsible for repair and maintenance of any trench cuts with hot mix asphalt.
    f. Schedule for review of shop drawings/material submittals.
    g. State of Alabama License required

    - Dave said that the project details are all listed on the website.

    - Dave said there is a sign Component E in the plans that shows a piece of concrete that is roughly 18' tall that will not be done.
      Dave said through the design process, the contractor will need to come up with a different material that will replicate that look.
      Dave said he talked to the designer about changing that and they were in agreement., but did not give him the material.

- Dave said the city is going to provide the foundation design which is not in the plans and is not on the website yet. Dave said he will follow up with the consultant this afternoon regarding this.

- Dave said all the signs will need a sleeve or some way to irrigate it later.

Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

h. Calendar Days to complete project – one hundred eighty (180). The calendar days will be clarified in the addendum.
i. Council Approval – January 22, 2026
j. Anticipated Notice-to-Proceed – between January 23 and February 6

9. Bid Sheet (Quantities)
Contractor is required to submit pricing (Attachment "A") on a thumb/flash drive (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The thumb/flash drive must be in working condition and included with original bid packet and reflect the correct revision,

along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive, which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

a. Review each bid item and describe method of payment (Check reference to State Item Numbers referencing State payment methods)
b. Provide information regarding payment method, i.e. "Payment for unclassified excavation will only be made once for movement of the same material", "DGB is to be measure for payment based on an in place area in accordance with …."

10. Payment

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer, ATTN: Teresa Mills, in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

a. Date for payment submittal monthly
    i. Process for monthly quantities
    ii. Monthly Progress Meetings
    iii. Red-line As-built required to be maintained by the Contractor and review monthly prior to invoices being submitted.
    iv. Define Substantial Completion – Project in usable condition for intended purpose
    v. Liquidated Damages
    vi. One year warranty period begins upon substantial complete.

11. Traffic Control – Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition.

- Dave said the city will review the traffic control plan to make sure it is suitable since the work is in the city's Right-of-Way for liability purposes.

If in conflict with work, all vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after final paving work.

All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after final paving work.

Lane closures are only allowed in off-peak hours unless otherwise approved by project engineer.

Contractor is responsible for maintaining roadway drainage and preventing ponding of water within the construction limits throughout the duration of the project.

12. Subcontractors
Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

13. Special Documentation based upon Funding Requirements (i.e. Labor Payroll, etc.)
Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

14. Questions?

Q: Question asked if there is an official RFI process that needs to be used for questions.
A: Dave stated that he would answer questions during the meeting and provide answers through the addendum process if necessary.

Q: Question asked if the bid opening is still scheduled for Thursday, January 15, 2026.
A: Dave stated yes, but if it changes it will be posted in an addendum.

Q: Question asked if the foundation design would be provided prior to the bid opening.
A: Dave stated yes.

Q: Question asked if the foundation drawings come with any structural design for the vertical elements.
A: Dave said that the contractor will be responsible for the design for everything above the ground and once the project has been awarded, the city will go through the shop drawings with the contractor.

Q: Question asked if the city is responsible for the landscaping and electrical work.
A: Dave said the contractor will be responsible for the electrical work inside the sign and extended out 5 feet and the city will be responsible for bringing power within 5 feet of the sign. Dave said the contractor is not responsible for the landscaping or irrigation but conduit should be left at the bottom for irrigation later on.

Q: Question asked if some beds are already irrigated.
A: Dave said he knows that Farrow Road and Slaughter Road does, and the contractor will be responsible for fixing anything that is torn up during the process.

Q: Question asked about the bid schedule and Component E.
A: Dave stated that previously there was an option to use Component E but it will not be used.

Q: Question asked if the contractor will be responsible for boring the median.
A: Dave said he will clarify this in the addendum.

Q: Question asked if the electrical between the lettering will need to be inside the concrete wall.
A: Dave said he will address in the addendum.

Q: Question asked if the contractor would need permits from the building department.
A: Dave said he will clarify this in the addendum.

Q: Question asked if the contractor is responsible for testing the concrete and the foundation subgrade.
A: Dave said he will clarify in the addendum.

Q: Question asked about the material to be used for the planter detail.
A: Dave said he will clarify in the addendum.

Q: Question asked about the clearing boundary for any trees.
A: Dave said he will clarify in the addendum.

Q: Question asked if Cummings Research approval authority has been contacted.
A: Dave said he would clarify in the addendum.

Q: Question asked about the low voltage data and the need for extra conduit.
A: Dave stated that he will clarify in the addendum.

Q: Question asked if traffic control will need to be coordinated with the city.
A: Dave stated yes.

Q: Question asked about note C-6 regarding exclusion exceptions to be identified.
A: Dave said he would clarify in the addendum.

Q: Question asked if the 180 day schedule is after the design phase is completely accepted.
A: Dave said he will clarify in the addendum.

Q: Question asked about the timing for the mockup schedule.
A: Dave said he would like a true mockup from the contractor prior to starting the project start.

Q: Question asked if a plywood structure is expected.
A: Dave said he will clarify in the addendum.

Q: Question asked if the project will be tax exempt.
A: Dave said he will clarify in the addendum.

Q: Question asked if a revised map is posted on the city's website.
A: Dave said yes.

Q: Question asked if there is a map showing the signs that need to be demoed.
A: Dave said no, but the signs can be easily identified.

Q: Question asked about access to the Pre-Bid minutes from the previous meeting.
A: Dave said they will be posted in the addendum.

Q: Question asked about coordinating the access for the sign at the spillway.
A: Dave said he will clarify in the addendum.

All questions were answered and all clarifications made by addendum. **All addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the Specifications.** Acknowledgement of receipt of addenda is **mandatory** using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid.

Last day for questions concerning this project before the bid will be **Thursday, January 8, 2026, until 5:00 p.m.** via email to: mary.ridgeway@huntsvilleal.gov

Response to contractor questions will be **Tuesday, January 13, 2026, until 5:00 p.m.**

Bids open: Thursday, January 15, 2026, at 10:00 a.m. in the **6th Floor Training Room 624**, 305 Fountain Circle, Huntsville, AL. All bids must be **SEALED** before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

The pre-bid notes and all addenda shall become a part of the contract documents.

Meeting Adjourned.

GENERAL NOTES

In case of conflict between the General Notes below and the Specifications, the more rigid requirement shall govern unless amended in writing by the Structural Engineer of Record

DESIGN DATA

All designs by LOE for have been coordinated from the Cummings Research Park Design Build Package produced by Environmental Graphics + Wayfinding dated October 31, 2023. Any changes to the Package shall be coordinated with the EOR prior to construction

1 Design Codes – (All latest editions unless noted otherwise)
- International Building Codes (IBC 2018)
- American Society of Civil Engineers: Minimum Design Loads for Buildings and Other Structures (ASCE 7)
- American Concrete Institute: Building Code Requirements for Structural Concrete (ACI-318)

2 Design Loads (IBC & ASCE7)
- Dead Load Design Data
  - Structure — Self Weight
- Wind Design Data
  - Risk Category — I
  - Velocity — 97 mph
  - Wind Exposure Category — C
  - Internal Pressure Coefficient, (GCpi — ±0.18
- Snow Design Data
  - Importance Factor for Snow, Is — 0.8
  - Ground Snow Load, Pg — 10psf
  - Exposure Coefficient Ce — 0.9
  - Thermal Factor Ct — 1.2
  - Roof Slope Factor, Cs — 1.0
  - Flat Roof Snow Load Pf — 10.4 psf (Use min 10.4 psf w/Rain on Snow Surcharge)
- Seismic Criteria
  - Risk Category — II
  - Seismic Importance Factor, IE — 1.0
  - Site Soil Class — D
  - Mapped Spectral Response Coefficients — Ss = 0.261 / S1 = 0.117; Sds = 0.277 / Sd1 = 0.184
  - Seismic Design Category — C
  - Analysis Procedure — Equivalent Lateral Force
- Flood Design Data
  - Flood Zone — X
- Rain Design Data
  - 15-Minute Intensity — 7.64 in/hr
  - 60-Minute Intensity — 3.65 in/hr
- Deflection and Drift Limitations
  - Roof/floor Members — L/360
  - Building Drift — H/400
  - Max Wall Deflection — L/600
  - Story Drift (Seismic) — 0.025 hsx

GENERAL INFORMATION

1 All columns shall be centered on grid lines unless noted otherwise
2 All column footings shall be centered on columns unless noted otherwise
3 All wall footings shall be centered on walls unless noted otherwise
4 Permanent stability of the building and components is not provided until the erection is completed as shown on the contract drawings Per AISC Latest Edition Code of Standard Practice, "Temporary supports, such as temporary guys, braces, framework, shoring or other elements required for the erection operation will be determined, furnished and installed by the erector."
5 The contractor shall insure that no construction load exceeds the design live loads indicated on the structural drawings and that these loads are not put on the structural members prior to the time that all framing members and their connections are in place
6 The contractor shall be responsible for verifying all existing conditions. The contractor shall be responsible for coordinating architectural, structural, mechanical, and electrical details and dimensions. Any discrepancies between such details and dimensions shall be reported to the EOR prior to proceeding with the work
7 The contractor shall be responsible for erection procedure and sequence to ensure the integrity of the building and it's component parts during construction

FOUNDATIONS

1 The General Contractor shall employ a qualified Geotechnical Engineer to perform a soils investigation in accordance with the referenced International Building Code (Sections 1803.2 and 1803.6). The Geotechnical Engineer shall provide compacted fill requirements for the building pad and shall review all subgrade and foundation bearing surfaces to ensure their compliance with the slab modulus and minimum bearing pressures noted, leveling total settlement of the structure to 1-inch and settlement to 1/2-inch
2 Design Soil Bearing Pressures
- Footings on natural soils or compacted structural fill are designed for a minimum soil bearing pressure of 2,000 psf.
- If the soil at the footing bearing elevations shown is of questionable bearing value, the Engineer or Architect shall be notified immediately

3. Strip area of all gravel, surface vegetation, topsoil, and any debris. Remove all existing structures, foundations, and below grade site features. After stripping and making required cuts, exposed subgrade should be compacted. Over excavated and stabilize any soft or unstable areas discovered by proof rolling
4 All foundation bearing surfaces shall be reviewed by the Geotechnical Engineer prior to placing concrete to ensure their compliance with the bearing pressures and subgrade requirements noted. All foundation bearing elevations are estimated and may be adjusted in the field by the Geotechnical engineer as required
5 If the soil at the bearing elevations shown is of questionable bearing value, the Structural Engineer of Record or Architect shall be notified immediately
6 Where fill material is required over in-situ subgrade, scarify subgrade to a minimum depth of 9" and adjust moisture content to equal optimum moisture content. Compact scarified subgrade using the same requirements listed below for compacted structural fill.
7 All fill material under structural shall comply with requirements stated in Geotechnical Report unless specifically noted otherwise. As a minimum, all fill material under structure shall be sandy clay or clayey sand exhibiting a liquid limit less than 35. Fill material shall be placed in loose lifts not to exceed 8" and compacted to a density of not less than 95% of Modified Proctor Maximum Dry Density (ASTM D-1557) at or slightly wet of optimum moisture content. In place moisture and density of each lift shall be determined by in-situ field tests prior to placing additional fill
8. After footing excavations are completed and before placing concrete, the excavated areas shall be inspected and approved by the Owner's selected independent testing laboratory.
9 Provide a minimum or a 4" clean free draining granular sub-base fill below all interior slabs-on-grade unless noted or detailed otherwise. Sub base shall meet gradation requirements of ASTM C-33 size No. 67 unless specifically noted otherwise

CAST-IN-PLACE CONCRETE

1 Structural Concrete
- Cast-in-Place Concrete
- Concrete Reinforcing – Bar (Typical) — ASTM A615, GR 60
- Concrete Reinforcing – Bar (Weldable) — ASTM A706, GR 60
- Concrete Reinforcing – Welded Wire Fabric — ASTM A185 (Plain); ASTM A497, (Deformed)
- Cement — ASTM C150
- Aggregate — ASTM C33, ASTM C330

Concrete Mix Criteria

Class Use	Category F S W C	f'c, PSI	WT, PCF	AGG., IN	AE, %
I FTG/FDN/PC	0 1 1 1	3500	145	1"	NA
II Exterior Slab	1 1 1 2	4000	145	3/4"	6 ±1
V All Other	0 1 1 1	4000	145	1"	NA

- A concrete mix design for every mix design noted on the Contract Documents shall be submitted for each class in accordance with the procedure outlined in ACI 301, Standard Specification For Structural Concrete. Documentation submitted in the mix design shall include: mix design recipe, cementitious material data sheets, aggregate gradation, cylinder break data, and admixture data sheets.
- On the use of admixtures and limits on the water/cementitious materials ratio for durability, reference the project manual/specifications, ACI 318, and IBC requirements for structural concrete.

2 Arrangement and bending of reinforcing steel shall be in accordance with ACI Detailing Manual, latest evision
3 Reinforcing steel shall be new and all bars shall be deformed
4 Contractor shall provide reinforcing shop drawings which adequately depict the reinforcing bar sizes and placement. Written description of reinforcement without acceptable sections, elevations and details is not acceptable
5 Unless noted otherwise, bar laps shall be Class B tension laps and shall be lapped with minimum lengths as shown in tables below, where splices are required in reinforcing. Shorter laps may be acceptable if spacing, locations of alternate laps are shown on the reinforcement placement drawings and calculations are submitted by a Registered Professional Engineer, licensed to practice in the state in which the project is located, justifying the alternate lap lengths.
6 Provide suitable wire spacers, chairs, ties, ect. for supporting reinforcing steel in the proper position while placing concrete. Do not "wet stick" dowels
7 Minimum lap and embedment of Welded Wire Fabric (WWF) to be one cross wire spacing plus 2"
8. Before placing concrete, clean reinforcement for foreign particles or coatings. Place, support, and secure reinforcement against displacement. For cast-in-place concrete, provide cover as shown below, unless noted otherwise on drawings, and as specified in ACI 318, building code requirements for structural concrete.

Application/Condition	Required cover, inches
Cast against and permanently exposed to earth	3"
Exposed to earth or weather:	
No.6 through No.18 bars	2"
No.5 bar, W31 or D31 wire, and smaller	1 1/2"
Not exposed to weather or in contact with ground:	
Slab, walls, joints	
No. 14 and No. 18 bars	1 1/2"
No. 11 bar and smaller	3/4"
Beam, columns:	
Primary reinforcements, ties, stirrups, spirals	1 1/2"
Shells, folded plate members	
No.6 bar and larger	3/4"
No.5 bar, W31 or D31 wire, and smaller	1/2"

9. Locations and sizes of openings, sleeves, ect. required for other trades must be verified by these trades before placing concrete.
10 All slots, sleeves, trenches, and other embedded items shall be set and secured against movement before the concrete is placed. See Architectural, Electrical, Mechanical, Plumbing, and Vendor drawings for sizes and locations. Coordinate locations, spacing, and sizes with the Structural Engineer of Record prior to placing concrete

CAST-IN-PLACE CONCRETE CONT.

11. Conduits and pipes embedded in concrete slabs may be no larger than ⅓ of the slab thickness (based on the maximum outside diameter) and shall have a center-to-center spacing no less than three (3) conduit diameters. Regardless of diameter, the minimum clear spacing between conduits or reinforcing shall be one (1) inch
12. No more than four conduits may be placed adjacent to each other without prior approval in writing from the Structural Engineer of Record
13 No aluminum conduits, devices, or fixtures may be embedded into the concrete so that the aluminum is in direct contact with the concrete.
14. For slabs-on-grade, provide saw-cut control joints see the foundation plan and typical details for control joint layout and details.
15. Saw-cuts shall be made as soon as the concrete can support the saw without damaging the surface (eight (8) hours max from the start of the concrete pour)
16 Reinforcing steel shown in sections and detail are a schematic indication that reinforcing exists. See schedules, section notes and General Notes for actual reinforcing required
17 Pedestal, Column and Wall Vertical Reinforcing: Dowel to foundation with hooked bars of same size and spacing as vertical reinforcing
18 Submit written reports of each proposed mix design for class of concrete with concrete cylinder test results at least 15 days prior to start of work
19 All concrete that will be exposed to the weather shall have air entrainment
20 All structural concrete exposed to view to be smooth formed finished with ¾" chamfers at all exposed edges

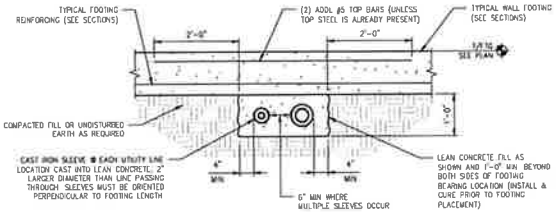
ACI lap splice length (inches)

BAR SIZE	f'c = 3000 PSI				f'c = 3500 PSI				f'c = 4000 PSI			
	TOP BARS		OTHER BARS		TOP BARS		OTHER BARS		TOP BARS		OTHER BARS	
	CASE 1	CASE 2	CASE 1	CASE 2	CASE 1	CASE 2	CASE 1	CASE 2	CASE 1	CASE 2	CASE 1	CASE 2
#3	28	42	22	32	26	39	21	30	24	36	19	28
#4	37	56	29	43	35	52	27	40	32	48	25	37
#5	47	70	36	54	44	65	34	51	40	60	31	47
#6	56	84	43	64	52	78	40	60	48	72	37	56
#7	81	122	63	95	76	114	59	88	70	106	54	81
#8	93	139	72	107	87	130	67	100	80	121	62	93
#9	105	157	81	121	98	147	76	113	91	136	70	105
#10	118	177	91	136	110	165	85	127	102	153	79	118
#11	131	196	101	151	122	183	94	141	113	170	87	131

NOTES:
1. Tabulated values are based on grade 60 bars and normal weight concrete.
2. Cases 1 and 2, which depend on the type of structural element, concrete cover, and the center-to-center spacing of the bars, are defined as:
   Beams or columns:
   Case 1: Cover at least 1.0 db and C.C. spacing of at least 2.0 db
   Case 2: Cover less than 1.0 db and C.C. spacing less than 2.0 db
   All others:
   Case 1: Cover at least 1.0 db and C.C. spacing of at least 3.0 db
   Case 2: Cover less than 1.0 db and C.C. spacing less than 3.0 db
3. Top bars are horizontal beam and slab bars with more than 12" of concrete below the bars
4 For lightweight aggregate concrete, multiply the tabulated values by 1.3.
5 For epoxy-coated bars, multiply the tabulated values by one of the following factors:

Concrete cover and spacing	Top bars	Other bars
Cover < 3.0 DB or C.C. spacing < 7.0 DB	1.7 / 1.3 = 1.31	1.50
Cover > 3.0 DB or C.C. spacing > 7.0 DB	1.20	1.20

6 Bar development length = lap spliced length/ 1.3.
7. Wire mesh lap
   Lap all wire mesh cross wires one cross wire spacing plus 2", typical

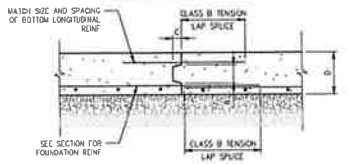


NOTES
1. CONTRACTOR'S OPTION TO STEP FOOTINGS BELOW UTILITIES IN LIEU OF THIS DETAIL (OVERSIZED HOLES STILL REQUIRED IN FOUNDATION WALLS TO ALLOW FOR SETTLEMENT).
2. COORDINATE UTILITY LOCATIONS WITH CIVIL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS.
3. UTILITIES SHALL NOT PASS BELOW COLUMN FOOTINGS.

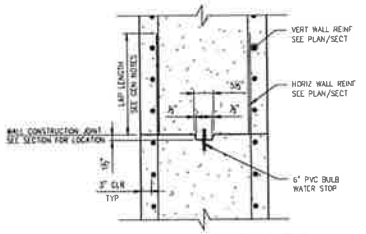
1 / S0.0 AT UTILITIES PASSING BELOW WALL FOOTING N.T.S.

KEYWAY DIMENSIONS		
B	B	C
12"	3 1/2"	2 1/2"
14"	3 1/2"	2 1/2"
16"	3 1/2"	2 1/2"

STANDARD KEYWAY DETAIL



2 / S0.0 CONT FOOTING CONSTRUCTION JOINT N.T.S.



3 / S0.0 WALL CONST JOINT DETAIL N.T.S.

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HUNTSVILLE, ALABAMA

SHEET REVISIONS		
#	DATE	REFERENCE
2		

STAMP:

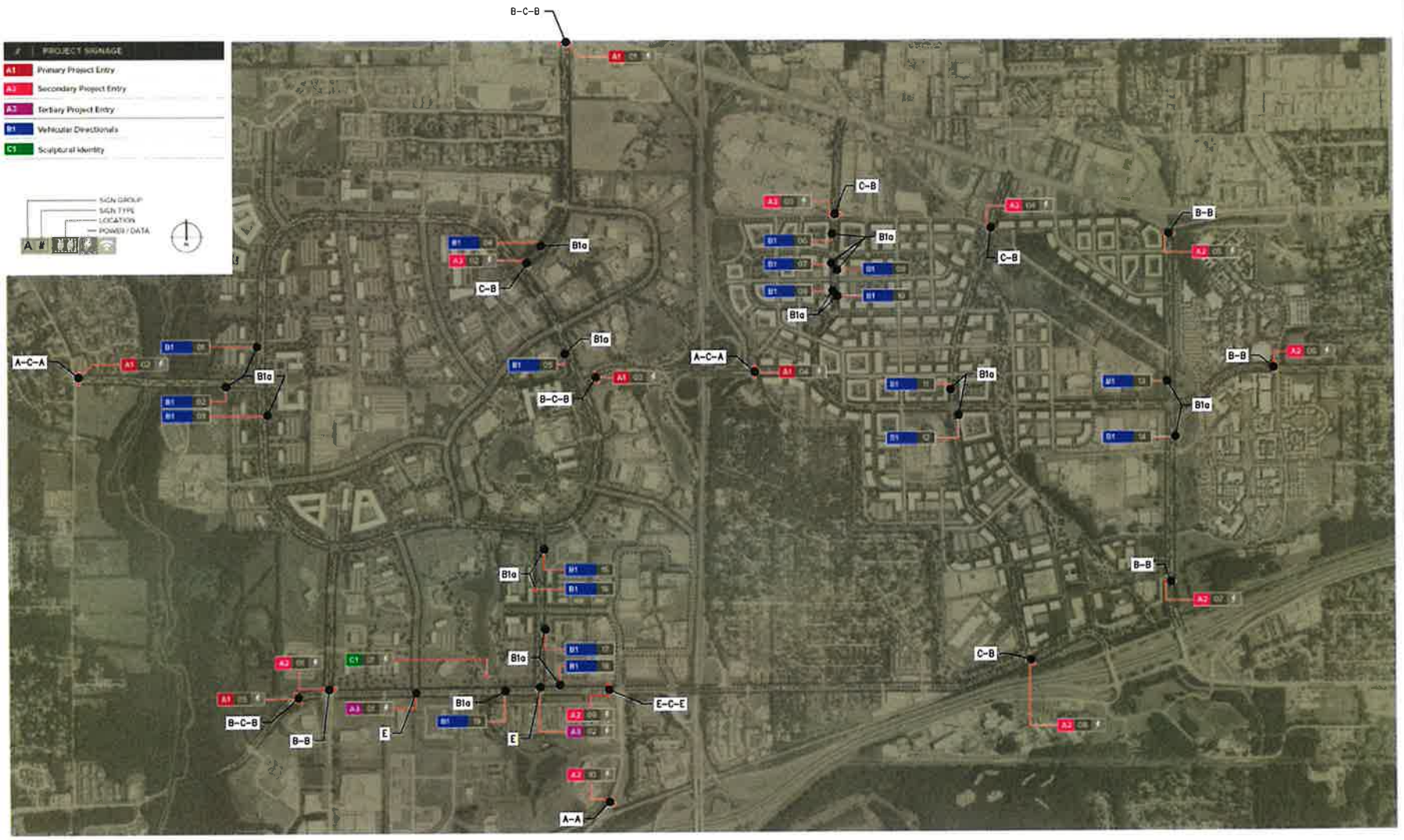


VALLOOK # 3259

SHEET TITLE:
GENERAL NOTES

JOB #	23-7
DATE	01.14.2026
DRAWN BY	LEM
CHECKED BY	RWC
SHEET NUMBER	S0.0

ADD 1 Page 13 of 18 01/22/2026



FOUNDATION LAYOUT	
COMPONENT A - LARGE MONUMENT	SEE A/S2.1
COMPONENT B - STACKED MONUMENT	SEE B/S2.2
COMPONENT C - VERTICAL BEACON	SEE C/S2.3
COMPONENT D - SMALL MONUMENT	SEE D/S2.3
COMPONENT E - VERTICAL BEACON	SEE E/S2.4
COMPONENT B1a - VEHICULAR DIRECTIONAL	SEE F/S2.4

A / S1.1 SIGN FOUNDATION REFRENCE LAYOUT PLAN

(SEE SHEET 21 FROM CUMMINGS RESEARCH PARK DESIGN BUILD PACKAGE EG + W DATED 10.31.23)

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#	DATE	REFERENCE

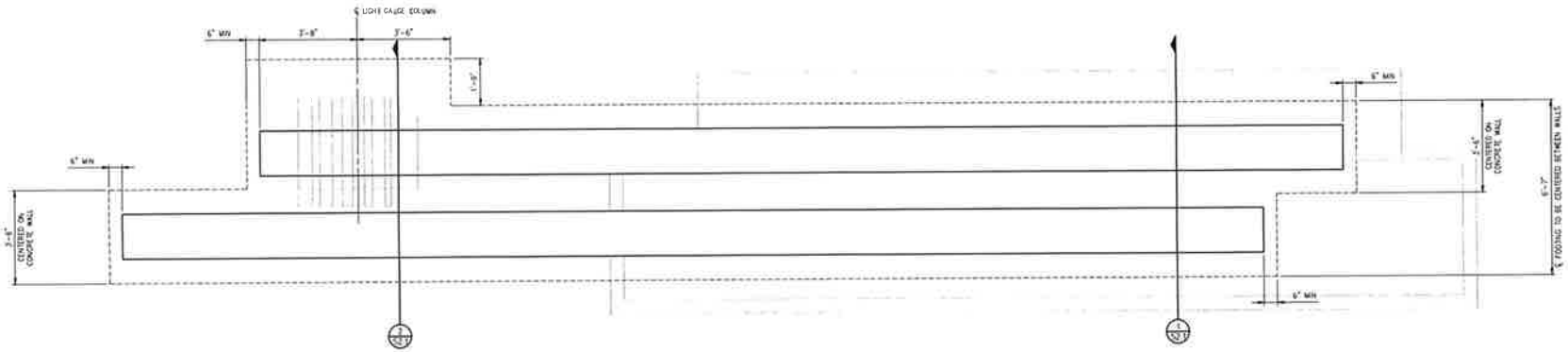
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ADD 1 Page 14 of 58

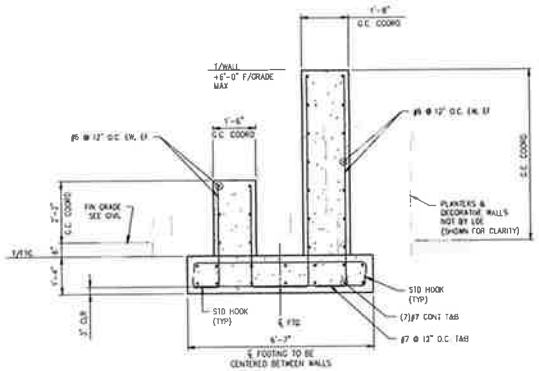
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SIGN FOUNDATION REFERENCE LAYOUT PLAN

01/22/2026

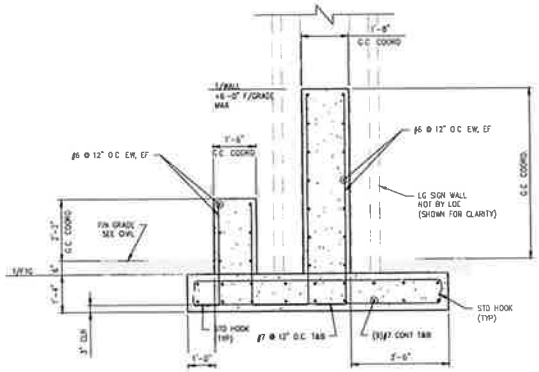
JOB # 2501
DATE: 01.14.26
DRAWN BY: LS
CHECKED BY:
SHEET NUMBER
S1.1



A / S2.1 COMPONENT SIGN–A (LARGE MONUMENT)
(SEE SHEETS FROM CUMMINGS RESEARCH PARK DESIGN BUILD PACKAGE EO + M DATED 10.31.23)



1 / S2.1 NONE COMPONENT SIGN–A SECTION



2 / S2.1 NONE COMPONENT SIGN–A SECTION

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SHEET REVISIONS	
#	DATE/REFERENCE

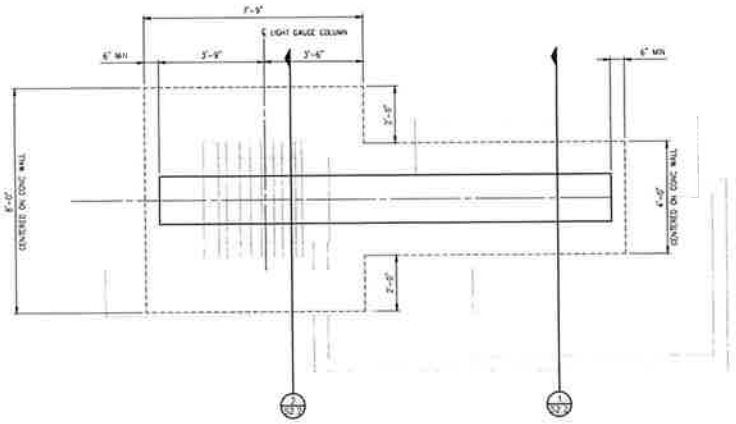
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JALICOA #: 3337

SHEET TITLE
FOUNDATION ENLARGED PLAN & SECTIONS

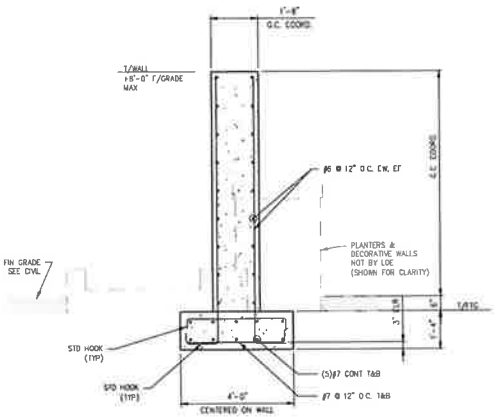
JOB #	250-7
DATE	01.14.2026
DRAWN BY	LEM
CHECKED BY	RAC
SHEET NUMBER	S2.1

ADD 1 Page 15 of 18 01/22/2026



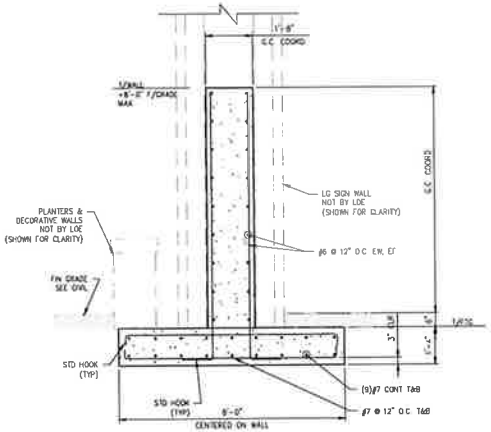
B S2.2 COMPONENT SIGN-B (STACKED MONUMENT)

(SEE SHEETS FROM CUMMINGS RESEARCH PARK DESIGN BUILD PACKAGE EG + W DATED 10.31.23)



1 S2.2 COMPONENT SIGN-B SECTION

NONE



1 S2.2 COMPONENT SIGN-B SECTION

NONE

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SHEET REVISIONS

#	DATE/REFERENCE

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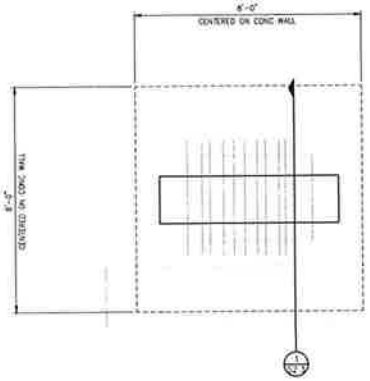
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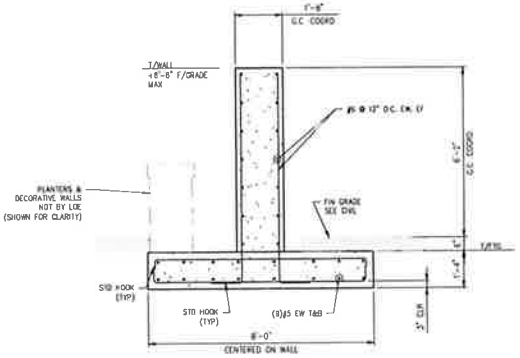
FOUNDATION
ENLARGED
PLAN &
SECTIONS

JOB #	23017
DATE	01.14.2026
DRAWN BY	LBM
CHECKED BY	RWC
SHEET NUMBER	S2.2

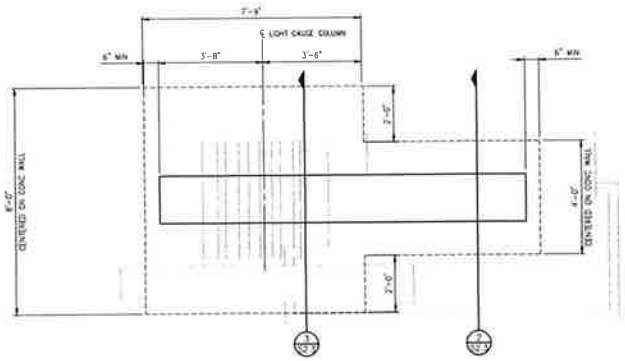
ADD 1 Page 16 of 18 01/22/2026



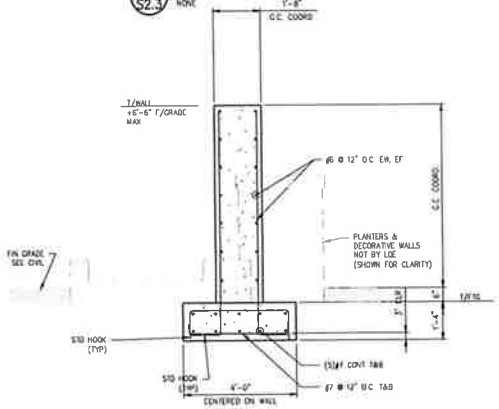
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(SEE SHEETS FROM CUMMINGS RESEARCH PARK DESIGN BUILD PACKAGE EC-# DATED 10.31.23)



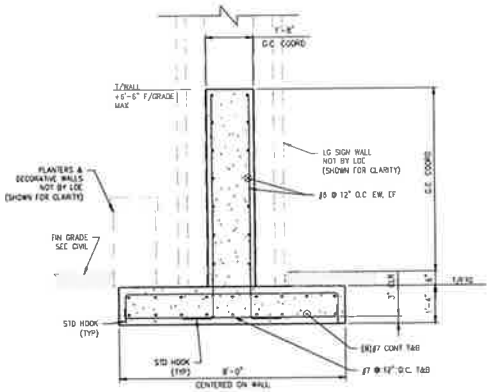
1 S2.3 COMPONENT SIGN-C SECTION
NONE



D S2.3 COMPONENT SIGN-D (SMALL MONUMENT)
(SEE SHEETS FROM CUMMINGS RESEARCH PARK DESIGN BUILD PACKAGE EC-# DATED 10.31.23)



2 S2.3 COMPONENT SIGN-D SECTION
NONE



3 S2.3 COMPONENT SIGN-D SECTION
NONE

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LIVE OAK
ENGINEERING
100 Washington St., Suite 2
Huntsville, AL 35801
www.liveoakengineering.com

CUMMINGS RESEARCH PARK
SIGN FOUDATIONS
HUNTSVILLE, ALABAMA

SHEET REVISIONS	
#	DATE/REFERENCE

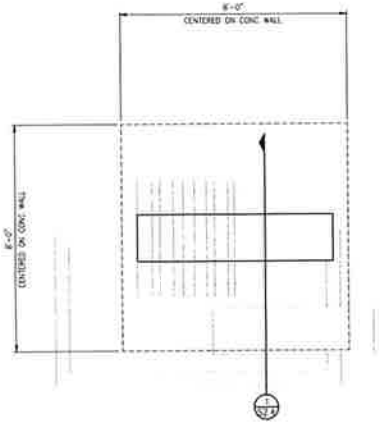
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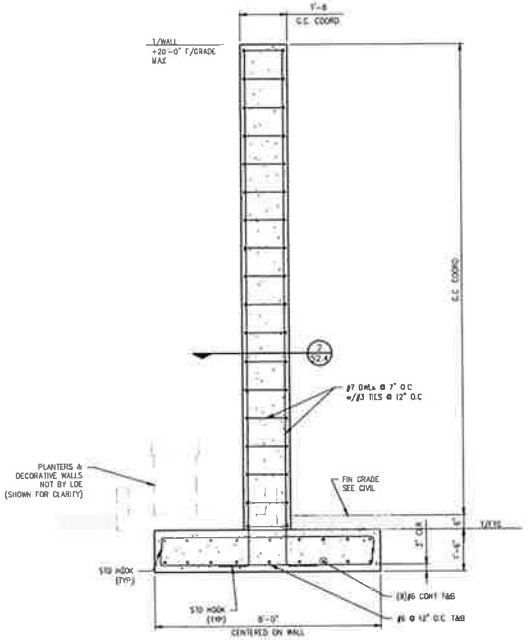
SHEET TITLE
FOUNDATION ENLARGED PLANS & SECTIONS

JOB #	25-7
DATE	01.14.2026
DRAWN BY	LEM
CHECKED BY	RAC
SHEET NUMBER	S2.3

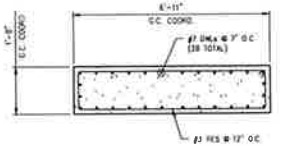
ADD 1 Page 17 of 18 01/22/2026



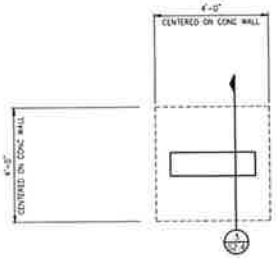
E S2.4 COMPONENT SIGN-E (VERTICAL BEACON)
(SEE SHEETS FROM CUMMINGS RESEARCH PARK DESIGN BUILD PACKAGE EC + W DATED 10.31.23)



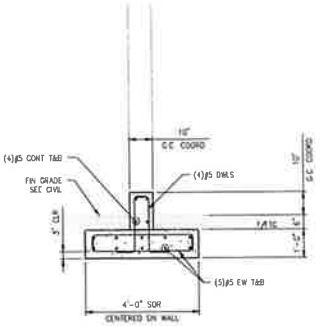
1 S2.4 COMPONENT SIGN-E SECTION
NTS



2 S2.4 COMPONENT SIGN-E SECTION
NTS



F S2.4 COMPONENT SIGN-B1a (VEHICULAR BIRECTIONAL)
(SEE SHEETS FROM CUMMINGS RESEARCH PARK DESIGN BUILD PACKAGE EC + W DATED 10.31.23)



3 S2.4 COMPONENT SIGN-B1a SECTION
NTS

LIVE OAK
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Huntsville, AL 35801
www.liveoakengineering.com

CUMMINGS RESEARCH PARK
SIGN FOUDATIONS
HUNTSVILLE, ALABAMA

SHEET REVISIONS

#	DATE	REFERENCE

STAMP

(AL) COA # 1187

SHEET TITLE
FOUNDATION ENLARGED PLANS & SECTIONS

JOB # 255-7
DATE 01.14.2026
DRAWN BY LLM
CHECKED BY MKE
SHEET NUMBER
S2.4

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ADD 1 Page 18 of 18 01/22/2026

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

CUMMINGS RESEARCH PARK MONUMENT SIGNS
Project No. 71-25-SP25
September 19, 2025

Addendum #2

Attached are the Pre-Bid Minutes from the meeting held on Wednesday, September 17, 2025, in the 6th Floor Training Room 624/625, 305 Fountain Circle, Huntsville, AL.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda. as well as other project information. are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Pre-Bid Minutes

END OF ADDENDUM #2

MANDATORY PRE-BID MEETING

MINUTES

PROJECT NAME: Cummings Research Park Monument Signs

PROJECT NUMBER: 71-25-SP25

DATE: September 17, 2025

PROJECT ENGINEER: Dave Scroggins

PROJECT INSPECTOR: TBD

Sandi Singletary	TRAV-AD Signs
Charlene Young	TRAV-AD Signs
Heath Wallace	Wallace Construction
Erin Koshut	Huntsville Chamber
Dave Scroggins	COH Engineering
Mary Ridgeway	COH Engineering
Angela Gurley	COH Engineering

1. Introduction of all persons present

2. Work Description (Project Scope)

   Replacement of new monument signage for Cummings Research Park. Dave stated that we do not have an inspector selected yet but will have one once the project is awarded and ready to start.

   Dave said the plans have a lot of different sign components to be used, but stated there are some that will not be used.

   Dave said there are two options within the plans for the signs. Dave said option one is to build wayfinding signs throughout the park and Option two is to build a more decorative sign.

3. Permits (Provide copies of all permits as part of the Contract)
   a. ALDOT - Dave stated there is one set of signs located at University Drive and Enterprise way that may need an ALDOT permit. Dave said if a permit is needed, the City will take care of this.

4. Utility Project Notification
    a. Conflicts with existing utilities
    b. Owner of existing utilities
    c. Responsibility of Contractor to locate and coordinate with existing Utilities
    d. Discussion with Utility Representatives

    - Dave stated if any utility conflicts exist, he will coordinate this with the contractor.

    - Dave stated that most all locations have a sign but there are new locations to work through.

    - Dave said since most of the signs have power some coordination will be needed for the power.

    - Dave said the Chamber would like to keep the irrigation to the signs, so in the meantime Landscape Management will come and water what is in the planter beds.

    - Dave said he expects to have some conflicts with the underground utilities, especially since the shape of the signs are changing.

    - Dave said the city is responsible for the relocation of the underground utilities and the city will coordinate with Huntsville Utilities if any conflicts arise.

    - Dave said a licensed electrician will be required and if the contractor does not have one, it will need to be contracted out.

    - Mary reminded everyone that if they did not sign the sign in sheet, their bid could not be accepted.

5. Right-of-Way
    a. Status of ROW or easement acquisition
    b. Property Owner information and notification

6. Conflicting Projects – Dave said he does not anticipate any conflicting projects, but if there is, the city has the flexibility to adjust the signs up and down the Right-of-Way to avoid the conflicts.

7. Schedule of Work
    a. Dave said a Critical Path will be needed for the signs
    b. Need by first payment

c. Owner reserves the right to withhold payment if work is more than 25% behind schedule

8. Project Details (Plans, Specs, Special Provisions, Quantities, Dates)
   a. Review plan sheets
   b. Review Special Provisions and Specifications
   c. Reference State or City Standard Specifications
   d. Enforce ADA Standards for ROW construction.
   e. Contractor responsible for repair and maintenance of any trench cuts with hot mix asphalt.
   f. Schedule for review of shop drawings/material submittals.
   g. State of Alabama License Classification required – (SC)-Outdoor Advertising Signs

- Dave stated that plans were made available online and those plans have some of the specifications in them.

- Dave said this project is a design to build and if awarded the contract, the contractor will be required to provide a mockup.

- Dave said the architect is in California but can be called in a way that allows the architect to review the mockup.

- Dave said the contractor will need to provide the materials and how the mockup was built.

- Dave stated each sign that is anticipated to be used will not match the quantities because there is a new layout of the signs that will be in the addendum. Dave stated that the signs are not changing, only the location.

- Dave stated that there is a quantity for the removal of the existing monument signs that includes the disposal and the restoration of the ground. Dave asked Sandi to email him the question on the specifics of what to restore it with since he thinks it will depend on the location.

Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in

shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

h. Calendar Days to complete project – one hundred eighty (180). Sandi with TRAV-AD Signs stated that she is concerned about the timeframe due to the amount of concrete that will need to be poured and set for at least thirty (30) days as well as fabricating the structures and taking them out to the site. Sandi stated that she thinks the time should be doubled. Heath stated if more than one submittal needed to be changed, it would take the first two months for trial management, so he agreed with the request to double the amount of time for completion. Dave stated that he will write down the concern, and if a change can be made to the contract, it will be in the addendum.

i. Council Approval – October 23, 2025
j. Anticipated Notice-to-Proceed – between October 24 and November 7

9. Bid Sheet (Quantities)
Contractor is required to submit pricing (Attachment "A") on a thumb/flash drive (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The thumb/flash drive must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive, which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

a. Review each bid item and describe method of payment (Check reference to State Item Numbers referencing State payment methods)
b. Provide information regarding payment method, i.e. "Payment for unclassified excavation will only be made once for movement of the same material", "DGB is to be measure for payment based on an in place area in accordance with …."

10. Payment

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer, ATTN: Teresa Mills, in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

a. Date for payment submittal monthly
    i. Process for monthly quantities
    ii. Monthly Progress Meetings
    iii. Red-line As-built required to be maintained by the Contractor and review monthly prior to invoices being submitted.
    iv. Define Substantial Completion – Project in usable condition for intended purpose
    v. Liquidated Damages
    vi. One year warranty period begins upon substantial complete.

11. Traffic Control – Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition.

Lane closures are only allowed in off-peak hours unless otherwise approved by project engineer.

The contractor is responsible for maintaining roadway drainage and preventing ponding of water within the construction limits throughout the duration of the project.

12. Subcontractors

Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that

no work by a subcontractor will be permitted unless approved by contract or in writing. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

13. Special Documentation based on Funding Requirements (i.e. Labor Payroll, etc.) Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

14. Questions?

Q: Heath asked if a sleeve would need to be put in for irrigation.
A: Dave stated that it will need to be set to add irrigation later.

Q: Heath asked if the contractor would need to price the replacement of the flower beds.
A: Dave said he would clarify this in the addendum.

Q: Heath asked if the City would take care of the electrical work.
A: Dave stated the contractor will be responsible for setting the disconnect box and then move on to the sign. Dave said he will coordinate with Huntsville Utilities to get the power to the sign.

Q: Sandi asked about the removal of the old sign.
A: Dave stated the contractor is responsible for the removal of the old sign.

Q: Sandi asked if all of the concrete will need to be removed.
A: Dave said this will be clarified in the addendum.

Q: Sandi asked what will be put back into the flower beds.
A: Dave said this will be clarified in the addendum.

Q: Sandi asked if more detail will be given on the landscaping and irrigation.
A: Dave said to ask for more detail in an email and he will see what he can provide.
Q: Sandi asked about the polycarbonate finish.
A: Dave stated he will clarify in the addendum.

Q: Sandi asked if a specification for a fixture would be provided.
A: Dave said the fabricator shall specify all internal and exterior electrical lighting components to be used to eliminate sign elements.

All questions were answered and all clarifications made by addendum. **All addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the Specifications.** Acknowledgement of receipt of addenda is **mandatory** using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid.

Last day for questions concerning this project before the bid will be **Monday, September 22, 2025, until 5:00 p.m.** via email to: mary.ridgeway@huntsvilleal.gov

Response to contractor questions will be **Wednesday, September 24, 2025, until 5:00 p.m.**

Bids open: Tuesday, September 30, 2025, at 10:00 a.m. in the **6th Floor Training Room 624**, 305 Fountain Circle, Huntsville, AL. All bids must be **SEALED** before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

The pre-bid notes and all addenda shall become a part of the contract documents.

Meeting Adjourned.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

CUMMINGS RESEARCH PARK MONUMENT SIGNS
Project No. 71-25-SP25
September 24, 2025

Addendum #3

RESPONSE TO CONTRACTOR QUESTIONS:

Q: Can project completion time frame be extended from 180 days to at least 360 days or 450 days is preferable?

a. In the pre-bid meeting, we mentioned concerns of concrete needing to setup for at least 30 days along with concerns of submittals and prototype approvals.

b. If the award/notice to proceed occurs the first of November, submittals and prototypes will be working through January. It will most likely be March before we can pour the concrete walls because of freezing temperatures and the curing process.

A: The contract time for substantial completion is 180 calendar days. Contractor will be required to work on multiple locations at the same time. Time extensions can be requested in accordance with the contract specifications.

Q: In reference to landscaping, what is the expectation?

a. In the new planters that are called out?

A: Landscaping plant material will be installed by the City at a later date.

b. Anything around the new structures besides repairing grass/mulch that is disturbed?

A: No new landscaping is included in the project, however the contractor is responsible to restore any existing landscaping, to include topsoil and mulch, to previous condition adjacent to new signs as part of the project.

Q: Will primary electrical be brought within 5' of the new signage structure?

A: The City will coordinate with Huntsville Utilities to bring power within 5-feet of the proposed sign. The contractor is responsible for extending/providing power from within 5' of the sign to the sign to assure signs work as intended.

Q: The bid form spreadsheet states "Complete and in Place". What exactly does that encompass outside of the foundation, concrete/mason walls and signage elements?

A: Complete in place includes all work to include labor and material necessary to construct and install the sign as designed. Contractor shall include any necessary incidentals associated providing electrical power, irrigation, traffic control, repairs of adjacent landscaping and irrigation, etc. in accordance with the plans and specifications to provide a complete in place sign at each location.

Q: On the planters, can we get more detail? Currently, the drawings states "Planter area to be coordinated with landscape architect." We have measurements for the size – what else do we need to coordinate?

A: Contractor is responsible for construction of the planter as designed to include topsoil and sleeves as directed by the owner. The City will install landscape material and irrigation in the planters as needed at a later date.

Q: If we supply a $10,000 check with our bid and if we are awarded the project, do when then supply a bid/performance bond within the 15 days?

A: Bid Bond will be returned upon selection of the lowest responsible bidder. Contractor will provide performance and payment bonds in accordance with the contract specifications prior to Notice to Proceed being issued.

Q: Do we need approval from the State of Alabama for any of these structures? In the pre-bid meeting, I believe it was mentioned that the COH will handle this.

A: The City will coordinate with ALDOT regarding any permits necessary.

Q: For the sign/lighting feature, what kind of finish do we want on the polycarbonate (Lexan)? Frosted, white, clear, gloss, matte etc

A: Finish shall be frosted finish on the polycarbonate.

Q: For Vehicular B1a signs, will they be direct bury or MUTCD approved break aways?

A: Vehicular signs will be field located an is anticipated to be direct buried.

Q: For the concrete walls, what is the expectation for that finish? Just finished concrete? Painted?

A: Contractor to provide sample concrete finish for approval prior to installation. The finish is to be a smooth and uniform in appearance to include paint or sealant that will minimize future maintenance concerns.

Q: Shall all concrete be removed completely or at common spot below finish grade?

A: All concrete foundations are to be removed if in conflict or to below finish grade if not in conflict.

Q: Who will handle landscape and sprinkler repair / reorganization to fit new sign layout?

Will a landscape design be provided?

A: Contractor is responsible for repairs to any existing irrigation system and/or landscaping as incidental to the project.

Q: Will traffic control be designed or is it supplied by the contractor?

A: If needed, contractor is responsible for installation and maintenance of traffic control in accordance with MUTCD Guidelines as incidental to the project.

Q: Who will handle ALDOT permit and drawings? What is the GC scope regarding ALDOT?

A: Signs will be field located. The City will provide ALDOT permits if any permits are necessary.

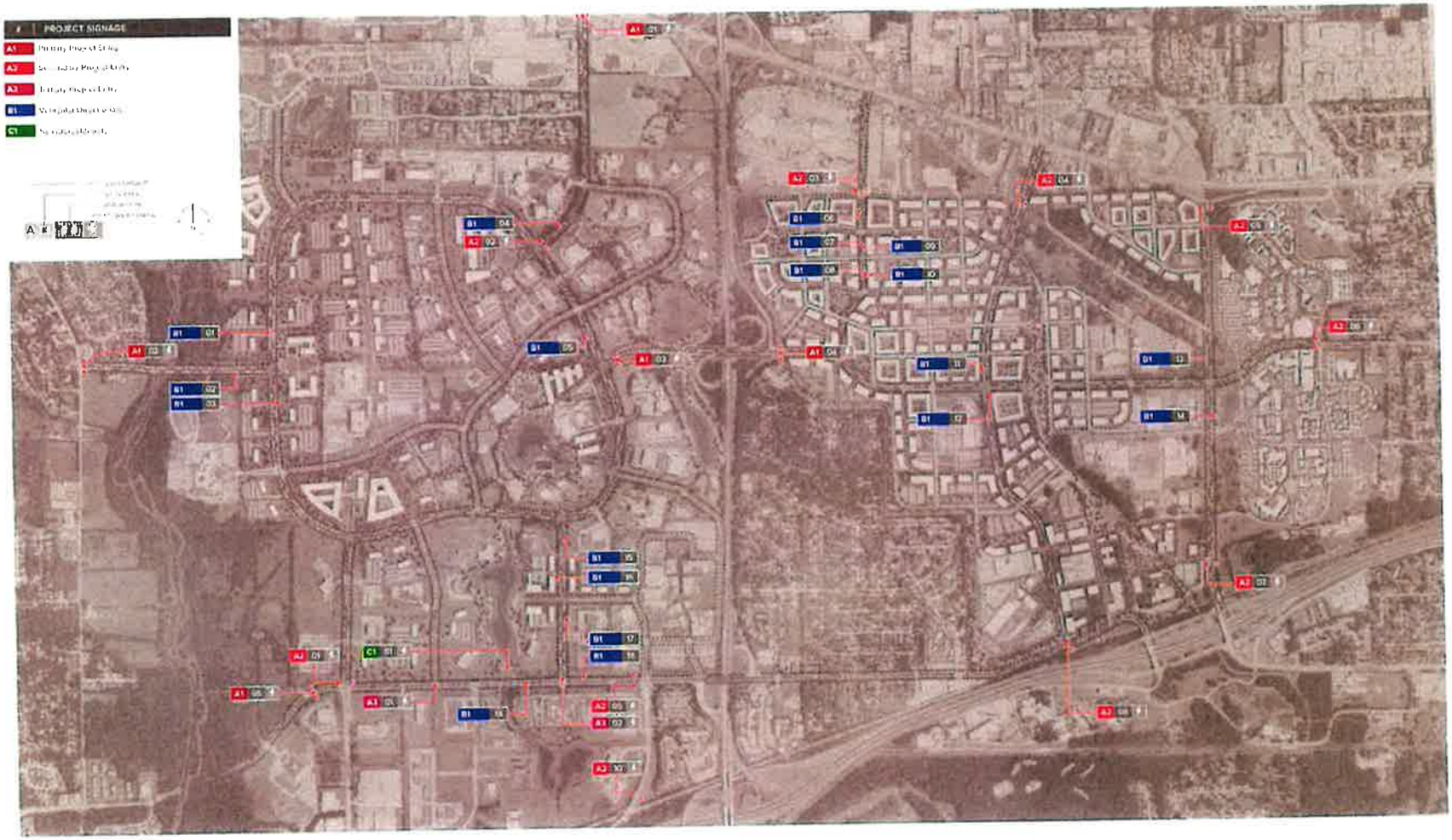
Q: 180 days is not adequate to meet submittal and design requirements. Can the contract time be extended to 365 days?

A: The contract time for substantial completion is 180 calendar days. Contractor will be required to work on multiple locations at the same time. Time extensions can be requested in accordance with the contract specifications.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineering/bidlist. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda, and attachments for the above-referenced project will become part of the contract documents.

Attachments: Revised Sign Locations

END OF ADDENDUM #3



DRAWING FOR DESIGN INTENT ONLY AND NOT INTENDED FOR CONSTRUCTION

Sign Location Plan

21

CUMMINGSRESEARCHPARK

rsmdesign

PACKAGE NOTES

PLEASE NOTE

ADD 3 Page 4 of 4 01/22/2026

759

CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the Contract with JS Building Company, Inc., in the amount of TWO MILLION EIGHT HUNDRED NINETEEN THOUSAND THREE HUNDRED THIRTY-NINE AND .42/100 DOLLARS ($2,819,339.42), for Cummings Research Park Monument Signs-REBID, Project No. 71-25-SP25, which is being submitted to the City Council of the City of Huntsville, Alabama for approval on this the 22nd day of January, 2026, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

Kathy Martin
Director of City Engineering
City of Huntsville

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012, is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, Alabama in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville, Alabama contracts that have been competitively bid and is hereby made a part of this Contract:

"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."

Representation Pursuant to Code of Alabama) § 41-16-5 (b)

By signing this Contract, JS Building Company, Inc., 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.

JS Building Company, Inc.
(Company)

BY:
(Authorized Representative)

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-81

Department: Engineering

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama and apparent low bidder, Rogers Group, Inc., for Highway 72 East Intersection Improvements near Shields Road, Project No. 71-25-SP39.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524000-BUDGET01-
City Cost Amount: $996,400.00
Total Cost: $996,400.00

Special Circumstances:

Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
To award a Construction Contract to low bidder Rogers Group for intersection improvements along US Highway 72 just east of Shields Road for a total Contract amount of $996,400.00.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6366

Department: Engineering

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama and apparent low bidder, Rogers Group, Inc., for Highway 72 East Intersection Improvements near Shields Road, Project No. 71-25-SP39.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524000-BUDGET01-
City Cost Amount: $996,400.00
Total Cost: $996,400.00

Special Circumstances:

Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
To award a Construction Contract to low bidder Rogers Group for intersection improvements along US Highway 72 just east of Shields Road for a total Contract amount of $996,400.00.

RESOLUTION NO. 26-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a Contract between the City of Huntsville, Alabama and Rogers Group, Inc., in the amount of NINE HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED AND NO /100 DOLLARS ($996,400.00) for Highway 72 East Intersection Improvements near Shields Road, Project No. 71-25-SP39, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Contract is substantially in words and figures similar to that document attached hereto and identified as "Contract between the City of Huntsville, Alabama and Rogers Group, Inc., for Highway 72 East Intersection Improvements near Shields Road, Project No. 71-25-SP39," consisting of a total of one (1) page plus seventy-eight (78) additional pages consisting of Attachments A2-M, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama," and "E-Verify Statement," and the date of January 22, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

Mayor of the City of Huntsville,
Alabama

CONTRACT BETWEEN CITY OF HUNTSVILLE, ALABAMA
AND
ROGERS GROUP, INC.
FOR
HIGHWAY 72 EAST INTERSECTION IMPROVEMENTS NEAR SHIELDS ROAD
PROJECT NO. 71-25-SP39

STATE OF ALABAMA}
MADISON COUNTY}

THIS CONTRACT, made and entered into this 22nd day of January, 2026, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and ROGERS GROUP, INC., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Highway 72 East Intersection Improvements near Shields Road, Project No. 71-25-SP39, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this Contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials, and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications, and general requirements hereto attached and made a part of this Contract.

FOR THE PERFORMANCE of such work, the city agrees to pay the Contractor as follows per Attachment "A2".

BY:

_____
Tommy Battle, Mayor

_____
Rogers Group, Inc.

_____
Shaundrika Edwards
City Clerk

ATTEST: _____

_____
City Council President

DATE: January 22, 2026

HIGHWAY 72 EAST INTERSECTION IMPROVEMENTS NEAR SHIELDS ROAD
PROJECT NUMBER 71-25-SP39

CITY OF HUNTSVILLE, ALABAMA

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	ATTACHMENT "A2"				**1/6/2026**
	Highway 72 East Intersection Improvements near Shields Road				
	Project No. 71-25-SP39				
	UNIT BID SHEET				
ITEM NO.	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID UNIT PRICE**	**BID AMOUNT**
1	Mobilization	1	LS	$156,227.00	$156,227.00
2	City Std. "24") Concrete Curb & Gutter COH D	403	LF	$25.50	$10,276.50
3	"N" Type Curb shown on ALDOT Drawing #623-N	540	LF	$20.50	$11,070.00
4	6" Thick concrete traffic island	360	SY	$85.00	$30,600.00
5	Type "N" Special Safety Noses for islands	2	EA	$1,750.00	$3,500.00
6	Graded Limestone Rock - Roadway Stabilization	200	TN	$40.00	$8,000.00
7	Dense Graded Base	2,100	TN	$25.00	$52,500.00
8	424-A Superpave Bituminous Concrete Wearing Surface	250	TN	$118.00	$29,500.00
9	424-B Superpave Bituminous Concrete Binder Upper L	1,875	TN	$75.00	$140,625.00
10	Fill Material (Unclassified Excavation)	8982	CY	$27.75	$249,250.50
11	Class 1 Rip Rap	25	TN	$55.00	$1,375.00
12	Concrete Flume (COH Standard Drawing)	225	SY	$109.00	$24,525.00
13	18" Class III RCP	108	LF	$85.00	$9,180.00

	ATTACHMENT "A2"				1/6/2026
	Highway 72 East Intersection Improvements near Shields Road				
	Project No. 71-25-SP39				
	UNIT BID SHEET				
14	24" Class III RCP	360	LF	$92.00	$33,120.00
15	30" Class III RCP	40	LF	$135.00	$5,400.00
16	18" Headwall	2	EA	$2,500.00	$5,000.00
17	24" Headwall	4	EA	$1,950.00	$7,800.00
18	30" Headwall	2	EA	$2,000.00	$4,000.00
19	Heavy Duty Vane Type Grate Inlet	50	LF	$10.00	$500.00
20	Steel Beam Guardrail, Class A, Complete in Place	430	LF	$27.00	$11,610.00
21	Type 20 End Anchor, Complete in Place	3	EA	$4,200.00	$12,600.00
22	Guardrail Removal	42	LF	$16.00	$672.00
23	5" Wide Solid White, Class 2, Type A Traffic Stripe	1	MI	$5,500.00	$5,500.00
24	5" Wide Solid Yellow, Class 2, Type A Traffic Stripe	1	MI	$5,700.00	$5,700.00
25	5" Wide Dotted, Class 2, Type A Traffic Stripe	2,640	LF	$4.30	$11,352.00
26	Traffic Signs	4	EA	$350.00	$1,400.00
27	Traffic Control Legends, Class 2, Type A	1,800	SF	$6.50	$11,700.00
28	Traffic Control Markings, Class 2, Type A	4,876	SF	$7.00	$34,132.00

	ATTACHMENT "A2"				1/6/2026
	Highway 72 East Intersection Improvements near Shields Road				
	Project No. 71-25-SP39				
	UNIT BID SHEET				
29	Topsoil	470	CY	$45.00	$21,150.00
30	Seed, Straw, Fertilize	6,100	SY	$1.25	$7,625.00
31	Removal of Existing Asphalt Median & Grading	800	SY	$3.20	$2,560.00
32	Temporary Traffic Control (all phases and traffic configurations)	700	HR	$15.00	$10,500.00
33	Metal Traffic Signal Pole Foundation	3	EA	$3,500.00	$10,500.00
34	Metal Traffic Signal Pole w/ 45' Mast Arm Assembly (Installation Only - Material furnished by Traffic Engineering)	1	EA	$2,500.00	$2,500.00
35	Metal Traffic Signal Pole w/ 55' Mast Arm Assembly (Installation Only - Material furnished by Traffic Engineering)	1	EA	$2,500.00	$2,500.00
36	Metal Traffic Signal Strain Pole (Pedestal) (Installation Only - Material furnished by Traffic Engineering)	1	EA	$1,600.00	$1,600.00
37	Traffic Signal Junction Box S1	8	EA	$470.00	$3,760.00
38	1" Metallic Conduit	50	LF	$10.00	$500.00
39	1" Non-Metallic Conduit	900	LF	$8.00	$7,200.00

	ATTACHMENT "A2"				1/6/2026
	Highway 72 East Intersection Improvements near Shields Road				
	Project No. 71-25-SP39				
	UNIT BID SHEET				
40	2" Non-Metallic Conduit	620	LF	$12.00	$7,440.00
41	Luminaire Extension Assembly, 12' (Installation Only - Material furnished by Traffic Engineering)	2	EA	$400.00	$800.00
42	Vehicular Signal Ahead, 12", 1 Section, LED (Installation Only - Material furnished by Traffic Engineering)	2	EA	$300.00	$600.00
43	Vehicular Signal Ahead, 12", 3 Section, LED (Installation Only - Material furnished by Traffic Engineering)	2	EA	$400.00	$800.00
44	Vehicular Signal Ahead, 12", 4 Section, LED (Installation Only - Material furnished by Traffic Engineering)	2	EA	$400.00	$800.00
45	Controller Assembly, Type III, 4 Phase(Installation Only - Material furnished by Traffic Engineering)	1	EA	$1,550.00	$1,550.00
46	Electrical Power Service Assembly w/ Wood Pole	1	EA	$2,100.00	$2,100.00
47	Radar Detection System (HWY 72 @ Martinson Ranch)(Installation Only - Material furnished by Traffic Engineering)	1	EA	$2,600.00	$2,600.00
48	Pedestal Pole and Foundation w/ Flashing Beacon 730Y000(Installation Only - Material furnished by Traffic Engineering)	1	EA	$1,600.00	$1,600.00

	ATTACHMENT "A2"				**1/6/2026**
	Highway 72 East Intersection Improvements near Shields Road				
	Project No. 71-25-SP39				
	UNIT BID SHEET				
49	**Pedestal Pole and Foundation w/ Flashing Beacon 730Y001 (Installation Only - Material furnished by Traffic Engineering)**	**1**	**EA**	**$1,500.00**	**$1,500.00**
50	**2" Conduit**	**600**	**LF**	**$20.00**	**$12,000.00**
51	**3" Conduit**	**300**	**LF**	**$27.00**	**$8,100.00**
52	**Furnishing and installing Traffic Control Unit to include Battery Backup item**	**1**	**EA**	**$9,000.00**	**$9,000.00**
	TOTAL BASE BID				**$996,400.00**
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT MATERIALS AND REMOVALS AS				
	COMPANY Rogers Group, Inc. **SIGNATURE** **DATE** January 6, 2026				

ATTACHMENT "B"

PROPOSAL

TO: THE CITY OF HUNTSVILLE

City Hall
305 Fountain Circle
Huntsville, Alabama

PROPOSAL OF Rogers Group, Inc.
(NAME)
2512 Triana Blvd. SW, Huntsville, AL 35805
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

HIGHWAY 72 EAST INTERSECTION IMPROVEMENTS NEAR SHIELDS ROAD
PROJECT # 71-25-SP39

FOR THE CITY OF HUNTSVILLE, ALABAMA.

GENTLEMEN:
The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is MANDATORY that any and all addenda be acknowledged by the undersigned bidder on Attachment "C" which must be submitted with bid package; otherwise, bid shall be rejected.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to a thumb/flash drive of their choice which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Mary Ridgeway.

The undersigned bidder understands that the Contract Time for completion of all work one hundred eighty (180) calendar days.

HIGHWAY 72 EAST INTERSECTION IMPROVEMENTS NEAR SHIELDS ROAD
PROJECT # 71-25-SP39
PAGE TWO

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:
All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding $10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

DATED: January 6, 20 26.

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)
SIGNATURE OF BIDDER _____

BY _____

ADDRESS OF BIDDER _____

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

_____ _____

_____ _____

OUR CONTRACTOR'S STATE LICENSE NO. IS 14069

(IF A CORPORATION) Rogers Group, Inc.
SIGNATURE OF BIDDER _____

BY David South

BUSINESS ADDRESS 2512 Triana Blvd. SW, Huntsville, AL 35805

INCORPORATED UNDER THE LAWS OF THE STATE OF Indiana

NAMES OF OFFICERS

PRESIDENT James A. Patton, Jr., President and CEO

SECRETARY Tim Gorman, Vice President

TREASURER David South, Controller, Alabama

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. Acknowledgement of receipt of addenda is mandatory using Attachment "C" and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates.

ATTACHMENT "C"

HIGHWAY 72 EAST INTERSECTION IMPROVEMENTS NEAR SHIELDS ROAD
PROJECT # 71-25-SP39

MANDATORY ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda is Mandatory. Failure to acknowledge receipt/download from website shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Addenda and the date received.

ADDENDUM NO.	DATE RECEIVED/DOWNLOADED FROM WEBSITE (if applicable)
1	December 10, 2025
2	December 16, 2025
3	December 22, 2025
4	December 22, 2025

COMPANY Rogers Group, Inc.

SIGNATURE David South

TITLE Controller, Alabama

DATE January 6, 2026

ATTACHMENT "D"

HIGHWAY 72 EAST INTERSECTION IMPROVEMENTS NEAR SHIELDS ROAD
PROJECT # 71-25-SP39

SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall **immediately** notify Mary Ridgeway via email at mary.ridgeway@huntsvilleal.gov and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

TASKS TO BE PERFORMED	SUBCONTRACTOR NAME	LICENSE NO.	ADDRESS	ITEM #'S OF WORK TO BE PERFORMED
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control				
Excavation				
Concrete				
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)	Big River Electric	41501	5945 Hwy 72, Killen, AL 35645	33-52
Street Lights				
Electrical				
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping	Southern Sealing Services, LLC	S-50980	4323 Spartacus Rd, Huntsville, AL 35805	23-28
Sewer Testing				
Guardrails	Alabama Guardrail, Inc.	9452	P.O. Box 126, Cleveland, AL 35049	20-22
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)				
Mechanical				
SCADA				
Other				

ATTACHMENT "E"

HIGHWAY 72 EAST INTERSECTION IMPROVEMENTS NEAR SHIELDS ROAD
PROJECT #71-25-SP39

Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects.

1. City of Huntsville — 4th Avenue Streetscape Improvements
   320 Fountain Circle
   Huntsville, Alabama 35801
   POC: Kathy Martin, Phone: (256) 535-2489

2. City of Huntsville — Old Gurley Road Improvements(The Commons)
   320 Fountain Circle
   Huntsville, Alabama 35801
   POC: Toneka Lindsey, Phone: (256) 535-2489

3. City of Huntsville — Periodic Bid for Drainage
   320 Fountain Circle
   Huntsville, Alabama 35801
   POC: Kathy Martin, Phone: (256) 535-2489

4. City of Huntsville — Periodic Bid for Various Construction Projects
   320 Fountain Circle
   Huntsville, Alabama 35801
   POC: Kathy Martin, Phone: (256) 535-2489

5. City of Huntsville — Pratt Avenue Box Culvert
   320 Fountain Circle
   Huntsville, Alabama 35801
   POC: Alan Clements, Phone: (256) 535-2489

ATTACHMENT "F"

Pre-bid meeting to be held on Monday, December 15, 2025, at 10:00 am CST, at City Hall, on the 6th Floor in Training Rooms 624/625 at 305 Fountain Circle, Huntsville, AL 35801.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: Highway 72 East Intersection Improvements near Shields Road, more particularly known as Project No. 71-25-SP39.

Description of Project: Intersection improvements along US Highway 72 just east of Shields Road.

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9 (amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

This project Highway 72 East Intersection Improvements near Shields Road, more particularly known as Project No. 71-25-SP39 requires the contractor to possess a State of Alabama Classification of (HS) Highways & Streets or (MU) Municipal & Utility.

After proposals are opened and read, they will be compared on the basis of the summation of the products or approximate quantities shown in Attachment "A", multiplied by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. A proposal will not be considered unless signed by the bidder or his authorized agent and accompanied by cashier's check or properly signed bid bond, as required by law.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost of the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project will be received at City Hall, 305 Fountain Circle, on the 6th Floor, in Training Room 624/625, on the 6th day of January, 2026, until 10:00 a.m. Bids may be sent via Air Courier, Delivery or Messenger Service, mailed by United States Postal Service, or hand delivered to Attention: Engineering Procurement and Contracts Coordinator, to the City of Huntsville City Hall, 305 Fountain Circle, Huntsville, AL 35801. Delivery by any of these means must be received before 5:00 p.m. CST on the day prior to the bid opening. After 5:00 p.m. CST on the day prior to the date of the bid opening, bids must be hand delivered and presented at the bid opening. All bids received after 10:00 a.m. CST on the noted bid date will be returned unopened.

Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Contract Document Order of Precedence shall be as follows:

1. **Addenda**
2. **General Requirements (Instructions to Bidders and Bid Proposal including Attachments)**
3. **Supplement to General Requirements**
4. **Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects 1991**

5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)
6. Special Conditions
7. Current ALDOT Specifications

Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: http://www.huntsvilleal.gov/government/departments/engineering-department/. Plans and proposals can be downloaded from our website at no cost: https://www.huntsvilleal.gov/business/bid-a-project/rfp/. Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing, provided by the COH (Attachment "A") and made available for download from the Engineering website, on a thumb/flash drive (preferably in a live/flash drive format) in the Excel format. The thumb/flash drive (preferably in a live/flash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive, which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"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."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in the bid proposal as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

ALABAMA ACT 2016-312

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of _____ (insert name of business) I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

_____
Title: _____
(Signature of authorized individual) "

Advertise Date: 12/10/25

ATTACHMENT "G"
SAMPLE FORM

REQUEST FOR PAYMENT
CITY OF HUNTSVILLE ENGINEERING DIVISION

PROJECT NAME AND NUMBER:

ESTIMATE NUMBER: PERIOD FROM: TO

CONTRACT DURATION DAYS
START DATE: END DATE: 1/0/00 TOTAL CONTRACT TIME (3) 0 DAYS

TIME C.O. # 1
TIME C.O. # 2 CONTRACT DAYS REMAINING 0
TIME C.O. # 3

TOTAL CONTRACT AMOUNT (1)	AS AWARDED	$ -	CURRENT	$ -	
	C.O. # 1	$ -			
	C.O. # 2	$ -			
	C.O. # 3	$ -			
TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2):			$	-	
MATERIAL STORED (INVOICE ATTACHED)			$	-	
RETAINAGE (5%) OF 50% OF CONTRACT			$	-	
AMOUNT EARNED AFTER RETAINAGE			$	-	
LIQUIDATED DAMAGES PER DAY	200				
LIQUIDATED DAMAGES ASSESSED TO DATE:				-	
TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE:			$	-	
AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES			$	-	

Amount is in accordance with ALDOT and COH specifications and is based on the contract amount before change orders.

Damages, if applicable, will automatically be calculated by subtracting the contract end date from the invoice period end date and multiplying the days by the daily damages amount. Damages will automatically be deducted from amounts otherwise due.

A: % OF TIME ELAPSED:	TIME ELASPED TO DATE		DAYS	=	
	TOTAL CONTRACT TIME (3)	0	DAYS		
B: PROJECT COMPLETION:	TOTAL EARNED TO DATE (2)	-		=	#DIV/0!
	TOTAL CONTRACT AMOUNT	-			
C: PROGRESS OF WORK:	B - A: =				

CONTRACTORS CERTIFICATE

I, _____ the duly qualified, acting and authorized agent for the contractor on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto, and do further certify that all labor, materials and equipment listed herein have been paid for in full as allowed on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the final payment of this estimate. We further certify (if this is the final estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment of the final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE _____ DAY OF _____

BY: _____ CONTRACTOR: _____

TITLE: _____

SIGNED: _____ WITNESS: _____

SIGNATURE

We have checked the quantities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct.

APPROVED FOR PAYMENT

BY: _____ BY: _____

CONSTRUCTION INSPECTOR

KATHY MARTIN, CITY ENGINEER
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

BY: _____

PROJECT ENGINEER

IF FINAL ESTIMATE, DATE WORK WAS COMPLETED: _____

SAMPLE

ATTACHMENT "H"

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ATTACHMENT "I"

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. **General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Rogers Group, Inc.
- City of Huntsville current taxpayer identification number (if available): 26025
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. **Type of Ownership**. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (*check appropriate box*)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	~~Not Applicable~~
☐ General Partnership	~~Not Applicable~~
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☑ Corporation	Number & State: 125303 Indiana
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. **Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: David South Title (if applicable): Controller, Alabama

Type or legibly write name: David South Date: January 6, 2026

E-Verify
Employment Eligibility Verification

Welcome: Connie Edwards | User ID: CEDW5206 | Last Logon: 05:01 PM 01/30/2012 | Log Out

Click any ? for help

Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

Company Information

Company Name:	Rogers Group, Inc.	View / Edit
Company ID Number:	362997	
Doing Business As (DBA) Name:	Rogers Group, Inc	
DUNS Number:	057913287	

Physical Location:

Address 1:	421 Great Circle Road
Address 2:	
City:	Nashville
State:	TN
Zip Code:	37228
County:	DAVIDSON

Mailing Address:

Address 1:	P O Box 25250
Address 2:	
City:	Nashville
State:	TN
Zip Code:	37202

Additional Information:

Employer Identification Number:	351418333
Total Number of Employees:	1,000 to 2,499
Parent Organization:	Rogers Group, Inc.
Administrator:	

Organization Designation:

Employer Category:	Federal Contractor with FAR E-Verify Clause
Federal Contractor Category:	None of these categories apply
Employees being verified:	All new hires and all existing employees assigned to a Federal contract

NAICS Code:	212 - MINING (EXCEPT OIL AND GAS)	View / Edit
Total Hiring Sites:	91	View / Edit
Total Points of Contact:	2	View / Edit

View MOU

E-Verify

Company ID Number: 362997

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Rogers Group, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Rogers Group, Inc.	
Connie Edwards Name (Please Type or Print)	Title
Electronically Signed Signature	10/07/2010 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	10/07/2010 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Rogers Group, Inc.
Company Facility Address:	421 Great Circle Road Nashville, TN 37228
Company Alternate Address:	P. O. Box 25250 Nashville, TN 37202
County or Parish:	DAVIDSON
Employer Identification Number:	351418333

E-Verify

Company ID Number: 362997

North American Industry Classification Systems Code:	212
Administrator:	
Number of Employees:	1,000 to 2,499
Number of Sites Verified for:	89

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 5 site(s)
- KENTUCKY 13 site(s)
- TENNESSEE 49 site(s)
- ARKANSAS 9 site(s)
- INDIANA 13 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Zena H Swendiman		
Telephone Number:	(615) 780 - 5651	Fax Number:	(615) 780 - 5813
E-mail Address:	zena.swendiman@rogersgroupinc.com		
Name:	Connie S Edwards		
Telephone Number:	(615) 780 - 5710	Fax Number:	(615) 564 - 5710
E-mail Address:	connie.edwards@rogersgroupinc.com		

E-Verify
Employment Eligibility Verification

Welcome Connie Edwards | User ID CEDW5206 | Last Login 05:01 PM - 01/30/2012 | Log Out

Click any ? for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

You are verifying for multiple sites at your location. List the number of hiring sites by state for which your company will be performing verifications.

Hiring Sites

Previous Next

		State	Number of Hiring Sites
Edit	Delete	ALABAMA	5
Edit	Delete	ARKANSAS	9
Edit	Delete	INDIANA	13
Edit	Delete	KENTUCKY	13
Edit	Delete	MISSISSIPPI	1
Edit	Delete	NORTH CAROLINA	1
Edit	Delete	TENNESSEE	49

Add

Previous Next

Next Cancel

ATTACHMENT "J"

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of Rogers Group, Inc. ***(insert name of business) I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.***

David South

Title: Controller, Alabama

(Signature of authorized individual)"

ATTACHMENT "K"

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

I, the undersigned, certify to the State of Alabama as follows:

a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312.

b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Signature: _____

Name of Certifying Official (print): David South

Title: Controller, Alabama

Date of Certification (mm/dd/yyyy): January 6, 2026

ATTACHMENT "L"

TRACER WIRE SPECIFICATION

Open-Trench Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

Directional Bore or Jacked Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core hard drawn extra high strength horizontal directional drill tracer wire, 1150# average tensile break load, 45 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

ATTACHMENT "M"

Relating to public contracts; to amend Section 39-3-4, Code of Alabama 1975, to provide requirements for the use of iron produced within the United States for certain public works projects under certain conditions.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Section 39-3-4, Code of Alabama 1975, is amended to read as follows: "§39-3-4 (a) Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of the—above mentioned' domestic iron or steel products becomes impractical as a result of a national emergency. national strike. or other cause, the awarding authority shall waive the above restriction.

(b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used. there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor."

SUPPLEMENT TO GENERAL REQUIREMENTS

FOR

CONSTRUCTION OF PUBLIC IMPROVEMENTS

HIGHWAY 72 EAST INTERSECTION IMPROVEMENTS NEAR SHIELDS ROAD

PROJECT # 71-25-SP39

CITY OF HUNTSVILLE, ALABAMA

SUPPLEMENT TO GENERAL REQUIREMENTS

1. GENERAL

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's State of Alabama license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Failure to provide this will be cause to reject the bid.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost to the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Contract Document Order of Precedence shall be as follows: 1. Addenda; 2. General Requirements (instructions to Bidders and Bid Proposal including attachments); 3. Supplement to General Requirements; 4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects, 1991; 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates); 6. Special Conditions; and 7. Current ALDOT Specifications. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in Training Room 624 on the 6th Floor at 305 Fountain Circle, Huntsville, Alabama, unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER.

2. PROPOSAL PREPARATION

(A) Proposal Form. The bidder's proposal must be submitted on the complete original proposal form furnished him by the City. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

(B) Details. On the proposal form, the bidder shall enter in numbers a unit price and the extended amount bid (unit price x quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

(C) Signing. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation or by an agent of the Contractor legally qualified and acceptable to the City. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown. The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

(D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an

alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be rejected. **No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals may be rejected** at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

(E) Delivery of Proposals. Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed **envelope on the outside of which is written in large letters "Proposals for Work" and so marked as to indicate the project** name, project number, bidder name, and State license number. Proposals will be received by the OWNER or his representative unless otherwise provided until the hour and date set in the notice to Contractors for the opening thereof. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be **returned. No proposal will be opened that does not contain the contractor's Alabama State license number.** Proposals that are mailed should be sent to the attention of: Engineering Procurement & Contracts Coordinator, Engineering Department, 305 Fountain Circle, Huntsville, AL 35801 and must be received prior to bid opening date and time stated in the Notice to Contractors (Attachment F).

(F) The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the bid **response to the City's Engineering Department office by 10:00:00 AM local time deadline stated in the bid request. Any bid** received after the opening date and time will not be considered.

3. QUANTITIES

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the proposal. Any substantial changes requiring an increase must be approved by change order prior to work and authorized by City Council Action. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. See Attachment "A" - Bid Quantities or revised Attachment if quantities have changed after pre-bid meeting.

4. CHANGE ORDERS

(A) Changes in the Work

Without invalidating the agreement, the owner may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. A change order signed by the contractor indicates his agreement.

The OWNER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a field order.

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency.

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed and work performed in an emergency and any other claim of the contractor for a change in the contract time or the contract price which shall be approved by the OWNER.

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

(B) Change of Contract Price.

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price. The owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications (including drawings and designs); (2) in the method or manner of performance of the work; (3) in the owner-furnished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the owner which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

(C) Change in the Contract Time.

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by OWNER if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order. The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim as provided above. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the contract documents are of the essence of the agreement. The provisions shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party. No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

(D) Time extension for abnormal weather conditions

In order for the owner to award a time extension for abnormal weather, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's normal progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. The contractor's bid shall include the impact of the anticipated lost days in his quotation for the time he is to be on site.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	8	6	4	4	5	6	4	4	3	4	8

Actual adverse weather delay days must prevent work on critical activities for 50% or more of the contractor's scheduled work day before it is considered a weather delay day.

5. MAINTAIN OFFICE

The successful contractor shall establish an office in Huntsville, Alabama, with telephone service, and shall maintain close liaison with the OWNER.

6. SUBCONTRACTORS

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER and shall be properly licensed as required by Alabama State Law. (Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996)) A list of all subcontractors proposed for use on the project shall be provided to the OWNER at the time that bids are received. This document will be known as ATTACHMENT "D". Lien waivers will be required from all subcontractors at the time of submittal of the final payment request. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "D" are approved by the Owner, you will be notified in your notice to proceed. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. See Section 40 for Correction to City of Huntsville Standards Specifications for Construction.

7. BID BOND

Accompanying this proposal is a certified check or original signed, dated and sealed bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices, not exceeding $10,000.00 dollars, payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in

this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

8. N/A

9. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 24.)

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of $1,000,000, whether such operations are performed by himself, or by anyone directly or indirectly employed by them. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of Insurance are required naming the City as the Certificate Holder. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Mary Ridgeway.

10. LICENSES AND CLASSIFICATIONS

In order to receive the award of this contract, the Contractor/Subcontractor(s) shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama as stated in Section 1 above. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract by the Contractor/Subcontractor(s).

The required classification for this project is stated in the Notice to Contractors also known as Attachment "F".

11. PERMITS

Additionally, the contractor shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the OWNER at the time the contract is executed. If project requires an ADEM permit, the Contractor is responsible for transferring the ADEM permit from the City of Huntsville to the Contractor upon award of bids.

12. PAYMENT

The OWNER agrees to pay the Contractor as follows: Once each month per project. The OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors for labor, materials and equipment; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. A sample copy of the invoice is attached as Attachment "G". Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer in the Engineering Department. No further retainage will be held after fifty percent (50%) of the contract is complete. All payments to Contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 32 FOR INFORMATION ON FINAL PAYMENT.

13. N/A

14. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, and SITE WORK

Before submitting a proposal, bidders shall examine carefully the site of the proposed work, the general and local conditions, the proposal form, standard specifications, supplemental specifications, special provisions, all addenda, and the bid bond form,

and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered in performing the work, and to the requirements of plans, standard specifications, supplemental specifications, special provisions, contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Boring logs and other records of subsurface investigations may be available for inspection by bidders. Bidders shall request such records if they are not otherwise provided with bid documents. If available, it is understood that such information was obtained and is intended for the City of Huntsville's design and estimating purposes only. It is made available to bidders that they may have access to identical subsurface information available to the City, and is not intended as a substitute for personal investigation, interpretations and judgment of the bidders. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, or error omission which the Contractor may discover with respect to these documents before proceeding with the affected work. The issuance or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including drawings and specs for the project which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, the OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not, rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

15. INCLUSIONS TO CONTRACT

The parties further agree that the advertisement for bids, instructions to bidders, contractor's proposal, plans and specifications, general requirements, supplement to general requirements and general terms and conditions, together with any addenda thereto, made prior to submission of the contractor's proposal and all modifications agreed to by the parties and issued after the execution of this contract are a part of this contract as if fully set out herein.

16. **COMMENCEMENT OF WORK**

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

17. **CONTRACT TIME**

All work is to be completed within the allotted time of the original contract, which is stated in the bid proposal documents, unless a valid change order has been issued which alters the contract time period.

18. **LIQUIDATED DAMAGES**

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12.). Attachment "G" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 100,000	$ 200	$ 400

$ 100,000	$ 500,000	$ 550	$ 1,100
$ 500,000	$ 1,000,000	$ 900	$ 1,800
$ 1,000,000	$ 2,000,000	$ 1,350	$ 2,700
$ 2,000,000	.....	$ 1,550	$ 3,100

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

19. **STORAGE OF MATERIALS**

The Contractor shall not permit the storage of materials on or use of any property outside the right-of-way easement or property identified as the project site.

20. **TRAFFIC FLOW**

The Contractor shall be responsible for the uninterrupted, orderly and safe flow of traffic around, on, over or across the project site.

21. **TERMINATION FOR CONVENIENCE**

A. The City may for any reason whatever terminate performance under this Contract in whole or in part by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the full or partial termination becomes effective.

B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts and shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee and may direct the Contractor to take steps to preserve the Work in place at the time of the termination.

C. The Contractor shall transfer title and deliver to the Owner such completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

D. (1) The Contractor shall submit a termination claim to the City and the Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.

(2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total Sum to be paid the Contractor under this clause shall not exceed the total Contract Price, as properly adjusted,

reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause. initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

22. **TERMINATION FOR CAUSE**

A. If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.

B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the provisions of the Termination for Convenience clause shall apply.

23. **UNBALANCED BIDS**

The City may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

24. **ADDITIONAL INSURANCE REQUIREMENTS**

The Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Contractor shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. **MINIMUM SCOPE OF INSURANCE**

1. General Liability

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by this same insurance company.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Professional Liability

N/A

3. Automobile Liability

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. **Worker's Compensation Insurance**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. Employers Liability Insurance

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. **MINIMUM LIMITS OF INSURANCE**

1. General Liability

Commercial General Liability on an occurrence form for bodily injury and property damage:

$2,000,000	General Aggregate Limit
$2,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

2. Professional Liability

N/A

3. Automobile Liability

$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. **Worker's Compensation**

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

5. Employers Liability

$100,000	Bodily Injury
$500,000	Policy Limit by Disease

C. **OTHER INSURANCE PROVISIONS**

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that **such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in question, then the minimum limits shall apply. Liability** is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor or consulting firm for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees, agents or specified volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, employees, agents, and specified volunteers, as their interest may appear. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) day's written notice to the Owner.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

D. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B + V.

E. **VERIFICATION OF COVERAGE**

The Owner shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature.

F. **SUBCONTRACTOR WORKING FOR GENERAL CONTRACTOR, OR ARCHITECT, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors, or consulting firms working for the Engineer or Record shall be required to carry insurance.

G. **HOLD HARMLESS AGREEMENT**

1. Other Than Professional Liability Exposures

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and (2) is caused by any negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. The architect, engineer, land surveyor or consulting firm agrees that as respects to negligent acts, errors, or omissions in the performance of professional services, to indemnify and hold harmless the City of Huntsville, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the architect, engineer, land surveyor or consulting firm or any of their subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable.

25. **DOMESTIC PREFERENCES**

In the performance of this contract, the contractor shall comply with Ala Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

26. **TIME IS OF THE ESSENCE**

Time is of the essence in the performance of this contract.

27. **NO DAMAGES FOR DELAYS**

In the event that the Contractor is delayed in the performance of the work for the reasons set forth in §80.09 of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

In such circumstances, time extensions are the sole remedy provided to the Contractor. The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by an act of neglect on the part of the owner or the engineer, or by an employee of either, or by any separate contractor employed by the Owner, or by any changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather condition not reasonably anticipatable, unavoidable casualties, or by delay specifically authorized by the Owner in writing pending the resolution of any disputes, or by any other cause which the Owner determines may justify delay.

28. **CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION**

The Contractor's attention is specifically directed to §50.07 -Cooperation with Utilities and Non-Highway Public Facilities of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991. In addition to the responsibilities placed on the Contractor by that clause, the Contractor shall be responsible for having existing utilities located prior to excavations. The existence and location of any underground utility pipes or structures shown on these drawings have been obtained by a search of the available records. The City assumes no responsibility as to completeness or accuracy of the depicted location on these drawings. The Contractor shall be responsible for taking precautionary measures to protect the utility lines shown and all other lines not of record or not shown on these drawings by verification of their location in the field prior to the initiation of the work.

29. **CORRECTION TO CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991**

§80.09 (b) 2.of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991 refers to the definition of recovery time as being set forth in Section 10.01. Inasmuch as this definition was omitted from §10.01, the following definition shall be incorporated:

Recovery Time. Recovery time is defined as the time required, after the controlling item or items of work have been substantially damaged as a result of conditions and causes beyond the control of the Contractor and not due to his negligence of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

30. **WARRANTIES**

Contractor shall provide a minimum of one year warranty of all materials and services from date of final acceptance. Additionally, all manufacturer's warranties on materials used in providing the services shall be provided to the owner with the final payment request. Separate warranty bonds may be required on specialty items as determined by the Owner and will be shown as a separate line item in the quantities prior to bidding.

31. **COORDINATION WITH OTHER CONTRACTORS**

It shall be the responsibility of the contractor to coordinate with other separate contractors who may be working on the site or an adjacent site with regards to access to the site, storage of materials and working on a non-interference basis.

32. **W-9 TAXPAYER FORM**

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

33. **FINAL PAYMENT**

Final payment to construction contractor will be made after contractor provides the following: advertising of completion for three (3) consecutive weeks, lien waivers have been provided from all subcontractors, Record Drawings (As-Builts) have been submitted to the OWNER by construction contractor, all property pins have been reset by a licensed land surveyor hired by the construction contractor to meet "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors, and all construction signs have been removed. This final payment will be retainage only. All work shall be complete prior to advertisement of completion. Advertisement of completion shall be in a newspaper of general circulation published within the city or county in which the work has been done. The final payment request

of retainage only shall be submitted along with two (2) original, certified copies (with raised notary seal) of the advertisement of completion, warranties, lien waivers and Record Drawings. The advertisement of completion must read as follows:

LEGAL NOTICE (Header)

(company name) hereby gives Legal Notice of Completion of Contract with (project name), (project no.(s) located in the City of Huntsville, Alabama. All claims should be filed at (company address) during this period of advertisement, i.e. June 17, 24, July 1, 2011 (example of dates).

34. **PROJECT COMPLETION DATE**

The project completion date will be a date mutually agreed upon by the OWNER and Contractor. This date will be after all items have been completed. Therefore, all work will be complete before any advertisement of completion is made. The completion date will always be before the first advertisement date. This final project completion date will be the date used to determine the one year warranty for all work and materials, unless a separate warranty bond has been called for as a line item prior to bidding.

35. **RECORD DRAWINGS**

POLICY FOR RECORD DRAWINGS

The purpose of this policy is to document procedures for the preparation and delivery of Record Drawings. Record Drawings shall include all changes in the plans, including those issued as Change Orders, Plan Clarification, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the project, but not shown on the plans. After completion of all construction and before final acceptance is made, the Contractor shall submit one set of full size record drawings with dimensioned changes shown in red pencil, and one digital copy of record drawings using the criteria listed below.

City Construction Projects:
The Contractor shall be responsible for field surveying upon substantial completion of construction (to be performed by a registered land surveyor in Alabama). Contractor is responsible for providing digital record drawings showing all info specified below, as applicable. Record drawings shall be maintained by the Contractor at the work site and shall be updated based on job progress to reflect all changes. Record drawings shall be made available for review on a monthly basis at the job site. A monthly review of record drawings will be part of the monthly monetary progress review. Progress payments may be withheld if the Record Drawings are not kept up-to-date. A late review could result in a delay of payment.

Format Requirements for all record drawing submittals:
All drawings shall be prepared in MicroStation .DGN format, unless otherwise approved by the City Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files should have working units as follows: master units in US Survey Feet, no sub-units, and 1000 positional units. All data submitted shall use NAD83(2011) datum for horizontal control and NAVD88 (based upon latest Geoid) for vertical control. Since these surveys originate and terminate at points with datum adjusted Alabama State Plane Coordinates, all computed coordinates shall be datum adjusted NAD83(2011) Alabama State Plane Coordinates, U.S. Survey Foot, East Zone.

Record Drawing Criteria, unless otherwise noted by City Engineer:

1. **Roadways:**
   a. Any changes during construction of roadway/intersections that differ from plan drawings.

2. **Sanitary Sewers:**
   a. Gravity Line
      i. Horizontal Location of Manholes – Northing and easting Coordinates
      ii. Vertical Location of Manholes – Lid elevation and Invert elevation.
      iii. Changes in location of clean outs, or end of service lateral.
      iv. Changes in length, slope, size, or material of lines.
   b. Force Mains
      i. Horizontal Location of Air Relief/Vacuum/Isolation Valves – Northing and easting Coordinates
      ii. Horizontal and Vertical Location of Fittings/Bends
      iii. Changes in length, size, depth or material of lines
      iv. Changes in restraint types
   c. Pump Stations
      i. Changes in Structural Requirements – (length, width, thickness, cover, laps, bar size, spacing, materials, material strengths, etc.)
      ii. Changes in Site Development and/or Landscaping
      iii. Changes in Equipment

3. **Storm Drainage:**
    a. Structures (boxes, inlets, end treatments, etc.):
        i. Horizontal locations of Features – Northing and easting coordinates
        ii. Vertical location of Features – Tops and Inverts
        iii. Changes in type, size, or material of feature.
    b. Pipes / Culverts:
        i. Document length
        ii. Document slope
        iii. Document size
        iv. Document invert elevation
        v. Changes in material of structure
    c. Flumes, Ditches, and/or Swales/Berms: (the following are minimum requirements).
        i. Horizontal location (to verify location within described easements)

For easement widths less than 15- feet	At 100-foot intervals along the centerline of feature.
For easement widths 15-feet or Greater	At 200-foot intervals along the centerline of feature.

        ii. Vertical location (to verify positive drainage)

For slopes less than 0.5%	At 50-foot intervals along the centerline of feature.
For slopes 0.5% or greater	At 100-foot intervals along the centerline of feature.

        iii. Changes in width or material of feature.
        iv. Changes in location and type of geotechnical fabric used.
        v. Changes in overall grading of site topography.

    d. Detention / Retention Facility:
        i. Changes in size, location, or material of facility.
        ii. Changes in location and type of geotechnical fabric used.
        iii. Where applicable, copy of maintenance agreement.

Checklist for review of record drawings:

a. Changes in sidewalk location or size.
b. Changes in shoulder widths.
c. Changes in grades at intersections. (also to include changes in island location)
d. Changes in location of driveway aprons.
e. Changes in pavement section, to be supported by adequate documentation.
f. Changes in gutter flow line elevation. (could be substituted in 3b) versus edge of pavement).
g. Geotechnical fabric locations, to include vertical elevation.
h. Changes in Traffic Engineering related items such as signals, signage and markings, etc.

Any other changes that may have occurred during construction.

LEVEL SYMBOLOGY

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Street Text	0	3	0	20	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
7	Parking Lots	1	3	1			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			

11	Bridges/Culverts	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	City Limits/County Line	1	0	3			
16	City /limit text	0	0	1	30	0	
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines	6	6	1			
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	15	0	GPS
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	GPSPNT
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Signs						
51	Open						
52	Open						
53	Open						
54	Open						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for	0	1	0	10-20	1	

	Buildings						
58	Open						
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

36. **LIEN WAIVERS**

Lien waivers will be required from all subcontractors working for the contractor. These lien waivers shall be included with your final payment package. The contractor is responsible for obtaining signatures from his subcontractors. If no subcontractors are used, contractor must provide a statement indicating such.

37. **LOWEST RESPONSIBLE BIDDER**

For the purpose of determining the lowest responsible bidder, the OWNER shall consider the base bid amount together with any options set forth in the Request for Bids. In the event that the City does not have sufficient funds to award both the base bid and all options, then the City reserves the right to determine the lowest responsible bidder on the base bid only or the base bid and the number of options affordable considering the funds available to the City for the procurement. This method for determining the low bidder is for the purpose of allowing the City to procure the most advantageous bid for the OWNER. City of Huntsville reserves the right to award any and/or all options at any time during the life of the contract.

38. **NON-RESIDENT BIDDERS**

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

39. **CORRECTION TO SECTION 80.08(C) of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS"** is revised as shown:

(C) DAYS WORK NOT PERMITTED: The Contractor shall not permit work on any pay item to be done on Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday as nationally observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, except with permission of the Director.

40. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.01 Subletting and Contract. (a) LIMITATIONS**

The Contractor shall not sublet the contract or any portion thereof, or of his right, title, or interest therein, without written consent of the DIRECTOR. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than 30 percent of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of such specialty items performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the contractor with his own organization. No sub-contracts, or transfer of contract, shall relieve the Contractor of his liability under the contract and bonds. The Department reserves the right to disapprove a request for permission to sublet when the proposed Subcontractor has been disqualified from bidding for those reasons listed in Subarticle 20.02(b) and Article 30.03.

41. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.03 Progress Schedule of Operations**

A critical path schedule is required within thirty (30) days after award. The critical path schedule must be submitted in Microsoft Projects format (electronic format and hard copy), with the critical path highlighted. The critical path schedule shall show information on the task or tasks that must be finished on schedule for the project to finish on schedule. Task dependencies, constraints, and relationships shall be shown on the schedule. **If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).** See section 80.03 and 80.04 for additional requirements.

42. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" PROSECUTION AND PROGRESS 80.09 (b) Contracts on a Calendar Day or**

Calendar Date Basis

§80.09 (b) – Change 10 calendar days to 15 calendar days at each occurrence within section 80.09(b).

Section 80.09(B) is revised to remove the last sentence of the first paragraph: ("Also where the total cost of the completed work exceeds the total cost shown on the proposal, an extension in calendar days will be granted the Contractor, as provided in Section 80.09(a)1.") It is replaced by: "Where the scope of work is increased, an extension of time commensurate with the scope of the change may be granted by the OWNER, when in his judgment, the facts justify an extension. The contractor shall provide justification substantiated to the satisfaction of the OWNER with any requests for time extensions. Justification shall include, but not be limited to, a revised schedule showing the impact to critical path tasks. "

43. **CORRECTION TO SECTION 105 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement**

Section 105.04 will remain as stated when estimated borrow material is less than 2500 C.Y.

When estimated borrow material is more than 2500 C.Y., Section 105.04 is revised to remove the last paragraph: "Borrow material will be measured at the point of delivery, inside the delivery truck less 30 percent for shrinkage."

44. **CORRECTION TO SECTION 847 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PIPE CULVERT JOINT SEALERS**

Section 847 is deleted and replaced with Section 846 – Pipe Culvert Joint Sealers, ALDOT Specifications for Highway Construction, Current Edition.

45. **NPDES CONSTRUCTION REQUIREMENTS**

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Offsite borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs one (1) acre or greater or will disturb less than one (1) acre but is part of a larger common plan of development or sale whose total land disturbing activities total one (1) acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department. The Contractor is referred to the "Alabama Department Of Environmental Management Field Operations Division – Water Quality Program - Division 335 – 6" for complete definitions and requirements. The Contractor is also referred to Item 11 of these General Requirements, sections 50.15, 50.16, and 70.02 of the City of Huntsville Standard Specifications For Construction Of Public Improvements, Contract Projects (Specifications).

Contractor violations of the permit by rule which results in enforcement actions from ADEM including fines and/or work stoppage shall be the responsibility of the Contractor. Fines assessed to the Contractor or the OWNER because of Contractor action shall be paid by the Contractor. No extension of contract time shall be considered as a result of enforcement. Enforcement history will also be considered by the OWNER in its decision to issue future proposals or award future contracts in accordance with disqualification provisions of Section 20.02(b) of the Specifications.

46. **DELETION OF SECTION 50.01 – Authority of the Engineer of Record**

This section is deleted.

47. **SHOP DRAWINGS**

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and

working drawings shall be included in the contract unit prices for the various pay items of work.

48. E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"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."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

49. CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS

For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:

1. **TRAFFIC SIGNAL LOOP REPAIRS –** All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after final paving work.

2. **TRAFFIC SIGNAL STRIPING, MARKINGS, RAISED PAVEMENT MARKERS AND CERAMIC MARKERS FOR GUIDANCE** - All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced exactly as traffic striping, markings, raised pavement markers and ceramic markers for guidance existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of all striping, markings, raised pavement markers and ceramic markers for guidance and assuring that all are replaced exactly as existed prior to paving. All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be reflectorized. All resurfaced areas shall be marked with temporary striping and markings for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after final paving work.

50. SURVIVABILITY OF CONTRACT PROVISIONS

Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages, bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims, and enforcement of the rights of the parties.

51. SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner within fifteen (15) days after the date of

acceptance of this proposal by City Council action. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner. All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville.

52. GOVERNING LAW

The Contract shall be governed by the laws of the State of Alabama.

53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the **"City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "I". The bidder selected for award** of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

54. SUCCESSORS AND ASSIGNS

The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

55. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

56. RIGHTS AND REMEDIES

Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

57. ENTIRE AGREEMENT

This Contract represents the entire agreement between the Owner and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

HIGHWAY 72 EAST INTERSECTION IMPROVEMENTS

Project No. 71-25-SP39
December 10, 2025

Addendum #1

Pre-Bid Meeting has been revised to December 15, 2025, at 2:00 p.m. CST in Training Room 624.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

END OF ADDENDUM #1

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

HIGHWAY 72 EAST INTERSECTION IMPROVEMENTS
NEAR SHIELDS ROAD
Project No. 71-25-SP39
December 16, 2025

Addendum #2

Attached are the Pre-Bid Minutes from the meeting held on Monday, December 15, 2025, in the 6th Floor Training Room 624/625, 305 Fountain Circle, Huntsville, AL.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Pre-Bid Minutes

END OF ADDENDUM #2

PRE-BID MEETING

MINUTES

PROJECT NAME: Highway 72 East Intersection Improvements Near Shields Road

PROJECT NUMBER: 71-25-SP39

DATE: December 15, 2025

PROJECT ENGINEER: Toneka Lindsey

PROJECT INSPECTOR: Stephen Few

Mark Blair	Grayson Carter & Son
John Brewer	LJA
Chase Cosby	Shoals Electric
Kyle Buckner	Rogers Group
Ben Sandell	Rogers Group
Winston Kelly	Rogers Group
Jennifer Colee	COH Traffic Engineering
Hannah Brown	COH Traffic Engineering
Stephen Few	COH Engineering
Marc Reed	COH Planning
Toneka Lindsey	COH Engineering
Mary Ridgeway	COH Engineering
Angela Gurley	COH Engineering

1. Introduction of all persons present

2. Work Description (Project Scope)

    - Intersection improvements along US Highway 72 east near Shields Road. Toneka stated that construction will include deceleration lanes, acceleration lanes, turn lanes, and driveways. Toneka also stated there will be an island and a bulb-out to construct. Toneka said the two driveways to be constructed are for Martinson Boulevard and McWhorter Way.

3. Permits (Provide copies of all permits as part of the Contract)
    a. ALDOT – Toneka said she is in the process of acquiring an ALDOT permit. Toneka said she did receive a call from Cindy Roberts, the local ALDOT representative who stated that the permit has been approved locally, but the permit has been sent to the area office for final approval. Toneka said as of this time we do not have the ALDOT permit in hand. Toneka said if the permit has not been received prior to the pre-construction meeting, the Notice-to-Proceed date will be modified to account for the time lost and she will wait until she hears back from the ALDOT area office. John stated that he talked with Khalid this morning and he said the same thing regarding the status of the ALDOT permit.

4. Utility Project Notification
    a. Conflicts with existing utilities
    b. Owner of existing utilities
    c. Responsibility of Contractor to locate and coordinate with existing Utilities
    d. Discussion with Utility Representatives

    - Toneka said there are no known utility conflicts, but Huntsville Utilities did some work on the gas and water which is now complete and should not be a concern to the awarded contractor.

5. Right-of-Way
    a. Status of ROW or easement acquisition
    b. Property Owner information and notification

    - Toneka said there are no Right-of-Way acquisitions, so construction is ready to start.

6. Conflicting Projects – Toneka stated that she does not foresee any conflicting projects and asked if John could give an update on the development going on in the area. John stated that this project is part of an entrance to mixed-use apartments, townhomes, and single family attached and detached homes. John said the development is getting closer to the first phase of plating for the subdivision but the work to be completed cannot be done until this project is constructed.

7. Schedule of Work
    a. Critical Path
    b. Need by first payment
    c. Owner reserves the right to withhold payment if work is more than 25% behind schedule

- Toneka said the project should not get more than 25% behind schedule, but she is aware that weather can cause delays this time of year, so she will watch the schedule closely.

8. Project Details (Plans, Specs, Special Provisions, Quantities, Dates)
   a. Review plan sheets
   b. Review Special Provisions and Specifications
   c. Reference State or City Standard Specifications
   d. Enforce ADA Standards for ROW construction.
   e. The contractor is responsible for the repair and maintenance of any trench cuts with hot mix asphalt.
   f. Schedule for review of shop drawings/material submittals.
   g. State of Alabama License Classification required – (HS) Highways & Streets or (MU) Municipal & Utility
   h. Calendar Days to complete project – one hundred eighty (180).
   i. Council Approval – January 22, 2026
   j. Anticipated Notice-to-Proceed – between January 23 – February 6

   - Toneka said there are two separate plan sets which include a plan set for the signal and a plan set for the construction.

9. Bid Sheet (Quantities)
   Contractor is required to submit pricing (Attachment "A") on a thumb/flash drive (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The thumb/flash drive must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive, which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

   Toneka stated that she would like to go over the items that will be installation only and those items that will be bid out.

   - Toneka stated item #33 which is the metal Traffic Signal Pole Foundation is a bid item.
   - Toneka said item #34 which is the Metal Traffic Signal Pole with the 45' Mast Arm will be installation only.
   - Item #35 which is the Metal Traffic Signal Poles with a 55' Mast Arm will be installation only.
   - Toneka said item #36 which are the Metal Traffic Signal Poles and the Metal Traffic Signal Strain Pole (Pedestal) will be installation only.

- Toneka said item #37 which is the Traffic Signal Junction Box is a bid item.
- Toneka said items #38, #39 and #40 are all conduit and will be bid items.
- Toneka said item #41 is Luminaire Extension Assembly and will be installation only.
- Toneka said item #42 which is the Vehicular Signal Ahead (1 section) will be installation only.
- Toneka said item #43 which is the Vehicular Signal Ahead (3 section) will be installation only.
- Toneka said item #44 which is the Vehicular Signal Ahead (4 section) will be installation only.
- Toneka said item #45 which is the Controller Assembly, Type III (4 phase) will be installation only.
- Toneka said item #46 which is the Electrical Power Service Assembly with Wood Pole, is a bid item.
- Toneka said item #47 which is the Radar Detection System, will be installation only.
- Toneka said items #48 and #49 which are the Pedestal Pole and Foundation with Flashing Beacons, will be installation only.
- Toneka said items #50 and #51 are more conduit and those are bid items.
- John said that safety is a top priority because of the traffic coming down Chapman Mountain so the ALDOT standard Traffic Lane closure details need to be followed
- John said there are two existing medians that are being closed, and the contractor will need to dig them out and grade them for positive drainage. John said one median will be constructed to replace the two existing medians. John said two turnarounds will be added, one for either direction. The western turnaround is in front of a local storage unit business that will need to remain open at all times if possible.

10. Payment

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer, ATTN: Teresa Mills, in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

a. Date for payment submittal monthly
    i. Process for monthly quantities
    ii. Monthly Progress Meetings
    iii. Red-line As-built required to be maintained by the Contractor and review monthly prior to invoices being submitted.
    iv. Define Substantial Completion – Project in usable condition for intended purpose
    v. Liquidated Damages
    vi. One year warranty period begins upon substantial complete.

11. Traffic Control – Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition.

- Toneka said the main concern for this project will be traffic control due to it being in a high traffic area. Everyone working in the project area will need to be careful.
- Toneka said there is a quantity for traffic control that is set up as a lump sum item and in the plan details there are left lane closures, right lane closures and center lane closures so everything should be covered as far as traffic control is concerned.
- Toneka said that everyone should be mindful that the work is on an ALDOT roadway so traffic control will have to be set up correctly at all times.
- Toneka said the signs will be inspected and looked at every day by her inspector and all necessary repairs will need to be made in a timely manner.
- Toneka asked that special attention be paid to the traffic signal items that she has notated as installation only items. Toneka stated that those items will be furnished by Traffic Engineering and the materials will need to be picked up from the Traffic Engineering department.

If in conflict with work, all vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after final paving work.

All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after final paving work.

Lane closures are only allowed in off-peak hours unless otherwise approved by project engineer.

Contractor is responsible for maintaining roadway drainage and preventing ponding of water within the construction limits throughout the duration of the project.

12. Subcontractors
Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

13. Special Documentation based upon Funding Requirements (i.e. Labor Payroll, etc.) Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

14. Questions?

Q: Chase asked when the quantities were updated.
A: Toneka said the plans were finalized and they were posted to the website, but stated she would go over each traffic item.

Q: Chase asked if the Foundation will be per City or ALDOT standards.
A: Toneka said she will clarify this in the addendum.

Q: Chase asked if the contractor will be paying for the Foundation design.
A: Toneka said yes, but she will get an update from Cindy in the local office. John said that OMI, Inc., has already completed the Signal Pole Foundation design.

Q: Chase asked if the contractor will be responsible for testing the Cabinet and contacting Montgomery for the inspection.
A: Hannah said yes.

Q: Chase asked if the 6" conduit and 4" electrical bore could be replaced with two 2" conduit and one 3" conduit.
A: Toneka said yes.

Q: Hannah asked if the contractor will be supplying the wiring for the Signal.
A: Toneka said yes, minus the materials furnished by Traffic Engineering.

Q: Marc asked how many units will be constructed.
A: John said 130 in the first section and 140 in another section.

Q: Marc asked what the anticipated start date for the first phase will be.
A: John stated after the first of the year.

Q: Marc asked how the project is currently zoned.
A: John stated C-4.
Q: Mark asked what the anticipated notice-to-Proceed date is.
A: Toneka said assuming there are no problems, the Notice-to-Proceed will be between January 23rd and February 6th.

Q: Chase asked about the battery backup for the Pedestal Pole and Foundation with Flashing Beacon 730Y000.
A: Toneka said she will add an additional item for the battery backup.

Q: Chase asked if the contractor will need to furnish the battery backup.
A: Hannah stated yes because Traffic Engineering does not currently have this on hand.

All questions were answered and all clarifications made by addendum. **All addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the Specifications.** Acknowledgement of receipt of addenda is **mandatory** using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid.

Last day for questions concerning this project before the bid will be **Thursday, December 18, 2025, until 5:00 p.m.** via email to: mary.ridgeway@huntsvilleal.gov

Response to contractor questions will be **Monday, December 22, 2025, until 5:00 p.m.**

Bids open: Tuesday, January 6, 2026, at 10:00 a.m. in the **6th Floor Training Room 624**, 305 Fountain Circle, Huntsville, AL. All bids must be **SEALED** before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

The pre-bid notes and all addenda shall become a part of the contract documents.

Meeting Adjourned.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

HIGHWAY 72 EAST INTERSECTION IMPROVEMENTS NEAR SHIELDS ROAD

Project No. 71-25-SP39

December 22, 2025

Addendum #3

Attachment "A" is amended as follows:
Replace bid quantities with "replacement", **Attachment "A1".** Please use the revised attachment to submit bid pricing; **all bids must be submitted using Attachment "A1".** Contractors are authorized to download revised quantities from website and paste to a thumb drive (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid thumb drive in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the thumb drive, or the correct version of bid quantities is not submitted on the thumb drive which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

QUANTITY REVISIONS:

Delete

~~20~~	~~Steel Beam Guardrail, Class B, Complete I~~	~~430~~	~~LF~~

Add

20	**Steel Beam Guardrail, Class A, Complete in Place**	**430**	**LF**

Delete

~~50~~	~~4" Electrical Conduit, 1 Line, Type 5 Installation~~	~~40~~	~~LF~~

Add

2" conduit		**2**	**EA**

Delete

~~**51 6" Electrical Conduit, 1 Line, Type 5 Installation 260 LF**~~

Add

3" conduit 1 EA

Add

52 Furnishing and installing Traffic Control Unit to include Battery Backup item

RESPONSE TO CONTRACTOR QUESTIONS:

Q: I was looking over the plans for this proposed project, and I noticed that for the left turn into the new development, a flashing yellow arrow permissive/protected signal head is being used. Looking at the drawings, the oncoming traffic is coming out of a curve. This could be a safety issue with traffic going at least 65 mph (probably more than that) coming around the curve towards the intersection. Have y'all considered a protected-only signal head for this left turn? I know that could increase traffic congestion, but the safety of the traveling public is paramount.

A: The signal construction should incorporate the flashing yellow arrow per the design approved by ALDOT .

During the peak hours, the FYA is be omitted to only provide permitted left turns. Contact Traffic Engineering for peak hour information

Q: The steel beam guardrail is called out to be Class B. If it's not going over a railroad, bridge, culvert, etc, then it can be Class A. Would you guys be open to changing the guardrail from Class B to Class A?

A: Yes.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Revised Quantities Attachment A1

END OF ADDENDUM #3

	ATTACHMENT "A1"				12/29/2025
	Highway 72 East Intersection Improvements near Shields Road				
	Project No. 71-25-SP39				
	UNIT BID SHEET				
ITEM NO.	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID UNIT PRICE**	**BID AMOUNT**
1	Mobilization	1	LS		$0.00
2	City Std. "24") Concrete Curb & Gutter COH D	403	LF		$0.00
3	"N" Type Curb shown on ALDOT Drawing #623-N	540	LF		$0.00
4	6" Thick concrete traffic island	360	SY		$0.00
5	Type "N" Special Safety Noses for islands	2	EA		$0.00
6	Graded Limestone Rock - Roadway Stabilization	200	TN		$0.00
7	Dense Graded Base	2,100	TN		$0.00
8	424-A Superpave Bituminous Concrete Wearing Surface	250	TN		$0.00
9	424-B Superpave Bituminous Concrete Binder Upper L	1,875	TN		$0.00
10	Fill Material (Unclassified Excavation)	8982	CY		$0.00
11	Class 1 Rip Rap	25	TN		$0.00
12	Concrete Flume (COH Standard Drawing)	225	SY		$0.00
13	18" Class III RCP	108	LF		$0.00

	ATTACHMENT "A1"				12/29/2025
	Highway 72 East Intersection Improvements near Shields Road				
	Project No. 71-25-SP39				
	UNIT BID SHEET				
14	24" Class III RCP	360	LF		$0.00
15	30" Class III RCP	40	LF		$0.00
16	18" Headwall	2	EA		$0.00
17	24" Headwall	4	EA		$0.00
18	30" Headwall	2	EA		$0.00
19	Heavy Duty Vane Type Grate Inlet	50	LF		$0.00
20	Steel Beam Guardrail, Class A, Complete in Place	430	LF		$0.00
21	Type 20 End Anchor, Complete in Place	3	EA		$0.00
22	Guardrail Removal	42	LF		$0.00
23	5" Wide Solid White, Class 2, Type A Traffic Stripe	1	MI		$0.00
24	5" Wide Solid Yellow, Class 2, Type A Traffic Stripe	1	MI		$0.00
25	5" Wide Dotted, Class 2, Type A Traffic Stripe	2,640	LF		$0.00
26	Traffic Signs	4	EA		$0.00
27	Traffic Control Legends, Class 2, Type A	1,800	SF		$0.00

	ATTACHMENT "A1"				12/29/2025
	Highway 72 East Intersection Improvements near Shields Road				
	Project No. 71-25-SP39				
	UNIT BID SHEET				
28	Traffic Control Markings, Class 2, Type A	4,876	SF		$0.00
29	Topsoil	470	CY		$0.00
30	Seed, Straw, Fertilize	6,100	SY		$0.00
31	Removal of Existing Asphalt Median & Grading	800	SY		$0.00
32	Temporary Traffic Control (all phases and traffic configurations)	700	HR		$0.00
33	Metal Traffic Signal Pole Foundation	3	EA		$0.00
34	Metal Traffic Signal Pole w/ 45' Mast Arm Assembly (Installation Only - Material furnished by Traffic Engineering)	1	EA		$0.00
35	Metal Traffic Signal Pole w/ 55' Mast Arm Assembly (Installation Only - Material furnished by Traffic Engineering)	1	EA		$0.00
36	Metal Traffic Signal Strain Pole (Pedestal) (Installation Only - Material furnished by Traffic Engineering)	1	EA		$0.00
37	Traffic Signal Junction Box S1	8	EA		$0.00
38	1" Metallic Conduit	50	LF		$0.00
39	1" Non-Metallic Conduit	900	LF		$0.00

	ATTACHMENT "A1"				12/29/2025
	Highway 72 East Intersection Improvements near Shields Road				
	Project No. 71-25-SP39				
	UNIT BID SHEET				
40	2" Non-Metallic Conduit	620	LF		$0.00
41	Luminaire Extension Assembly, 12' (Installation Only - Material furnished by Traffic Engineering)	2	EA		$0.00
42	Vehicular Signal Ahead, 12", 1 Section, LED (Installation Only - Material furnished by Traffic Engineering)	2	EA		$0.00
43	Vehicular Signal Ahead, 12", 3 Section, LED (Installation Only - Material furnished by Traffic Engineering)	2	EA		$0.00
44	Vehicular Signal Ahead, 12", 4 Section, LED (Installation Only - Material furnished by Traffic Engineering)	2	EA		$0.00
45	Controller Assembly, Type III, 4 Phase(Installation Only - Material furnished by Traffic Engineering)	1	EA		$0.00
46	Electrical Power Service Assembly w/ Wood Pole	1	EA		$0.00
47	Radar Detection System (HWY 72 @ Martinson Ranch)(Installation Only - Material furnished by Traffic Engineering)	1	EA		$0.00

	ATTACHMENT "A1"				12/29/2025
	Highway 72 East Intersection Improvements near Shields Road				
	Project No. 71-25-SP39				
	UNIT BID SHEET				
48	Pedestal Pole and Foundation w/ Flashing Beacon 730Y000(Installation Only - Material furnished by Traffic Engineering)	1	EA		$0.00
49	Pedestal Pole and Foundation w/ Flashing Beacon 730Y001 (Installation Only - Material furnished by Traffic Engineering)	1	EA		$0.00
50	2" Conduit	2	EA		$0.00
51	3" Conduit	1	EA		$0.00
52	Furnishing and Installing Traffic Control Unit to include Battery Backup item	1	EA		$0.00
	TOTAL BASE BID				$0.00
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT,MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.				
	COMPANY_____ SIGNATURE_____ DATE_____				

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

HIGHWAY 72 EAST INTERSECTION IMPROVEMENTS NEAR SHIELDS ROAD

Project No. 71-25-SP39

December 29, 2025

Addendum #4

Attachment "A1" is amended as follows:
Replace bid quantities with "replacement", **Attachment "A2".** Please use the revised attachment to submit bid pricing; **all bids must be submitted using Attachment "A2".** Contractors are authorized to download revised quantities from website and paste to a thumb drive (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid thumb drive in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the thumb drive, or the correct version of bid quantities is not submitted on the thumb drive which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

QUANTITY REVISIONS:

Delete			
~~50~~	~~2" Conduit~~	~~2~~	~~EA~~
Add			
50	**2" Conduit**	**600**	**LF**
Delete			
~~51~~	~~3" Conduit~~	~~1~~	~~EA~~
Add			
51	**3" Conduit**	**300**	**LF**

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Revised Quantities Attachment A2

END OF ADDENDUM #4

	ATTACHMENT "A2"				12/29/2025
	Highway 72 East Intersection Improvements near Shields Road				
	Project No. 71-25-SP39				
	UNIT BID SHEET				

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	Mobilization	1	LS		$0.00
2	City Std. "24") Concrete Curb & Gutter COH D	403	LF		$0.00
3	"N" Type Curb shown on ALDOT Drawing #623-N	540	LF		$0.00
4	6" Thick concrete traffic island	360	SY		$0.00
5	Type "N" Special Safety Noses for islands	2	EA		$0.00
6	Graded Limestone Rock - Roadway Stabilization	200	TN		$0.00
7	Dense Graded Base	2,100	TN		$0.00
8	424-A Superpave Bituminous Concrete Wearing Surface	250	TN		$0.00
9	424-B Superpave Bituminous Concrete Binder Upper L	1,875	TN		$0.00
10	Fill Material (Unclassified Excavation)	8982	CY		$0.00
11	Class 1 Rip Rap	25	TN		$0.00
12	Concrete Flume (COH Standard Drawing)	225	SY		$0.00
13	18" Class III RCP	108	LF		$0.00

	ATTACHMENT "A2"				12/29/2025
	Highway 72 East Intersection Improvements near Shields Road				
	Project No. 71-25-SP39				
	UNIT BID SHEET				
14	24" Class III RCP	360	LF		$0.00
15	30" Class III RCP	40	LF		$0.00
16	18" Headwall	2	EA		$0.00
17	24" Headwall	4	EA		$0.00
18	30" Headwall	2	EA		$0.00
19	Heavy Duty Vane Type Grate Inlet	50	LF		$0.00
20	Steel Beam Guardrail, Class A, Complete in Place	430	LF		$0.00
21	Type 20 End Anchor, Complete in Place	3	EA		$0.00
22	Guardrail Removal	42	LF		$0.00
23	5" Wide Solid White, Class 2, Type A Traffic Stripe	1	MI		$0.00
24	5" Wide Solid Yellow, Class 2, Type A Traffic Stripe	1	MI		$0.00
25	5" Wide Dotted, Class 2, Type A Traffic Stripe	2,640	LF		$0.00
26	Traffic Signs	4	EA		$0.00
27	Traffic Control Legends, Class 2, Type A	1,800	SF		$0.00

	ATTACHMENT "A2"				12/29/2025
	Highway 72 East Intersection Improvements near Shields Road				
	Project No. 71-25-SP39				
	UNIT BID SHEET				
28	Traffic Control Markings, Class 2, Type A	4,876	SF		$0.00
29	Topsoil	470	CY		$0.00
30	Seed, Straw, Fertilize	6,100	SY		$0.00
31	Removal of Existing Asphalt Median & Grading	800	SY		$0.00
32	Temporary Traffic Control (all phases and traffic configurations)	700	HR		$0.00
33	Metal Traffic Signal Pole Foundation	3	EA		$0.00
34	Metal Traffic Signal Pole w/ 45' Mast Arm Assembly (Installation Only - Material furnished by Traffic Engineering)	1	EA		$0.00
35	Metal Traffic Signal Pole w/ 55' Mast Arm Assembly (Installation Only - Material furnished by Traffic Engineering)	1	EA		$0.00
36	Metal Traffic Signal Strain Pole (Pedestal) (Installation Only - Material furnished by Traffic Engineering)	1	EA		$0.00
37	Traffic Signal Junction Box S1	8	EA		$0.00
38	1" Metallic Conduit	50	LF		$0.00
39	1" Non-Metallic Conduit	900	LF		$0.00

	ATTACHMENT "A2"				12/29/2025
	Highway 72 East Intersection Improvements near Shields Road				
	Project No. 71-25-SP39				
	UNIT BID SHEET				
40	2" Non-Metallic Conduit	620	LF		$0.00
41	Luminaire Extension Assembly, 12' (Installation Only - Material furnished by Traffic Engineering)	2	EA		$0.00
42	Vehicular Signal Ahead, 12", 1 Section, LED (Installation Only - Material furnished by Traffic Engineering)	2	EA		$0.00
43	Vehicular Signal Ahead, 12", 3 Section, LED (Installation Only - Material furnished by Traffic Engineering)	2	EA		$0.00
44	Vehicular Signal Ahead, 12", 4 Section, LED (Installation Only - Material furnished by Traffic Engineering)	2	EA		$0.00
45	Controller Assembly, Type III, 4 Phase(Installation Only - Material furnished by Traffic Engineering)	1	EA		$0.00
46	Electrical Power Service Assembly w/ Wood Pole	1	EA		$0.00
47	Radar Detection System (HWY 72 @ Martinson Ranch)(Installation Only - Material furnished by Traffic Engineering)	1	EA		$0.00

	ATTACHMENT "A2"				**12/29/2025**
	Highway 72 East Intersection Improvements near Shields Road				
	Project No. 71-25-SP39				
	UNIT BID SHEET				
48	**Pedestal Pole and Foundation w/ Flashing Beacon 730Y000(Installation Only - Material furnished by Traffic Engineering)**	**1**	**EA**		**$0.00**
49	**Pedestal Pole and Foundation w/ Flashing Beacon 730Y001 (Installation Only - Material furnished by Traffic Engineering)**	**1**	**EA**		**$0.00**
50	**2" Conduit**	**600**	**LF**		**$0.00**
51	**3" Conduit**	**300**	**LF**		**$0.00**
52	**Furnishing and installing Traffic Control Unit to include Battery Backup item**	**1**	**EA**		**$0.00**
	TOTAL BASE BID				**$0.00**
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT MATERIALS, AND REMOVALS AS				
	COMPANY_____ **SIGNATURE_____** **DATE_____**				

CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the Contract with Rogers Group, Inc., in the amount of NINE HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($996,400.00), for Highway 72 East Intersection Improvements near Shields Road, Project No. 71-25-SP39, which is being submitted to the City Council of the City of Huntsville, Alabama for approval on this the 22nd day of January, 2026, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

Kathy Martin
Director of City Engineering
City of Huntsville

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012, is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville, Alabama contracts that have been competitively bid and is hereby made a part of this Contract:

"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."

Representation Pursuant to Code of Alabama) § 41-16-5 (b)

By signing this Contract, Rogers Group, Inc., 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.

Rogers Group, Inc.
(Company)

BY: _____
(Authorized Representative)

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-82

Department: Engineering

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Land Design Solutions, Inc., for Engineering Design Services for Clinton Avenue and Monroe Street Streetscape Improvements, Project No. 71-26-SP04.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524009-00000000
City Cost Amount: $151,950.00
Total Cost: $151,950.00

Special Circumstances:

Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Design services for streetscape improvements at the intersection of Clinton Avenue and Monroe Street associated with the Arts Huntsville art installation consisting of surveying, foundation design, paver installation, and electrical design. Lump Sum Amount of $151,950.00

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6426

Department: Engineering

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Land Design Solutions, Inc., for Engineering Design Services for Clinton Avenue and Monroe Street Streetscape Improvements, Project No. 71-26-SP04.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524009-00000000
City Cost Amount: $151,950.00
Total Cost: $151,950.00

Special Circumstances:

Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Design services for streetscape improvements at the intersection of Clinton Avenue and Monroe Street associated with the Arts Huntsville art installation consisting of surveying, foundation design, paver installation, and electrical design. Lump Sum Amount of $151,950.00

RESOLUTION NO. 26-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an Agreement between the City of Huntsville, Alabama and Land Design Solutions, Inc., in the amount of ONE HUNDRED FIFTY-ONE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS ($151,950.00) for Engineering Design Services for Clinton Avenue and Monroe Street Streetscape Improvements, Project No. 71-26-SP04, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville, Alabama and Land Design Solutions, Inc., for Engineering Design Services for Clinton Avenue and Monroe Street Streetscape Improvements, Project No. 71-26-SP04," consisting of a total of nineteen (19) pages, plus forty-one (41) additional pages consisting of Attachments 1-16, and the date of January 22, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

LAND DESIGN SOLUTIONS, INC.

FOR

ENGINEERING DESIGN SERVICES

FOR

CLINTON AVENUE AND MONROE STREET STREETSCAPE IMPROVEMENTS

Project ID Number 71-26-SP04
January 22, 2026

_____
President of the City Council of the City of Huntsville, Alabama
Date: January 22, 2026

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AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA
AND
LAND DESIGN SOLUTIONS, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
CLINTON AVENUE AND MONROE STREET STREETSCAPE IMPROVEMENTS
Project ID Number 71-26-SP04

THIS AGREEMENT made as of the 22nd day of January in the year 2026, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and LAND DESIGN SOLUTIONS, INC., (hereinafter called ENGINEER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

1.1 Professional Engineering Services for the design of Clinton Avenue and Monroe Street Streetscape Improvements, as further described in ARTICLE 2, and hereinafter called PROJECT.

1.2 By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.

1.3 Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

1.4 The engineering professionals performing work on this contract shall perform the services with the professional skill and care ordinarily provided by a competent engineering professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineering professional.

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

2.1 ENGINEER shall provide for OWNER Professional Engineering Services for the design of Clinton Avenue and Monroe Street Streetscape Improvements.

2.2 These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.

2.3 Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated and adequate for the construction and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.

2.4 A contract for the professional services of a design professional shall require the design professional to perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

2.5 The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.

2.6 The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.

2.7 The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 3. The ENGINEER shall also incorporate into its design, where applicable, Americans with Disabilities Act (ADA) grades, elevations and layout for each handicap ramp within the project. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.

2.8 The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

2.9 The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.

2.10 The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.

2.11 During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.

2.12 Field surveying work is required and shall be performed in accordance with "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.

Survey data shall be based on a US Public Land Survey System corner or quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:

Coordinate System:	US State Plane
Zone:	Alabama East 0101
Vertical Datum:	The North American Vertical Datum of 1988 (NAVD 88)
Horizontal Datum:	The North American Datum of 1983 (NAD 83) National Adjustment 2011 (NA2011)
Geoid Model:	Geoid18
Units:	US Survey Feet

2.13 The ENGINEER shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).

2.14 The ENGINEER shall prepare the pre-bid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project Engineer and Inspector(s), and other City of Huntsville departments as applicable. The ENGINEER shall moderate the pre-bid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.

2.15 A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

4.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.

4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.

4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.

4.4 Providing services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.

4.5 Providing expert witness services and other services arising out of claims.

4.6 Provide services to stake site during construction.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

The OWNER, without cost to the ENGINEER, will perform the following in a timely manner so as not to delay the services of the ENGINEER:

5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.

5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.

5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit

instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

5.5 When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER

5.6 The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

6.1 The ENGINEER shall commence services pursuant to this agreement as of January 23, 2026. The final completion date for the completion of design services as outlined in Article 2 shall be January 23, 2027. The Director of Engineering has the right to grant a time extension of up to 6 months at his/her discretion.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF ONE HUNDRED FIFTY-ONE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS ($151,950.00) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 REIMBURSABLE EXPENSES

The scope of work for sub-contracted services is defined in the ENGINEER's scope of

services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs. Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

Reimbursable expenses shall be limited during the term of this agreement as stated in Art. 7.1 Basic Services.

7.3 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

Engineering Design Services – LUMP SUM AMOUNT OF	$151,950.00
TOTAL CONTRACT AMOUNT:	**$151,950.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The ENGINEER shall submit monthly invoices to the Administrative Officer in the Engineering Department for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

8.1.2 The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof

should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

8.4 REIMBURSABLE EXPENSES

8.4.1 In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

(a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: www.irs.gov/pub/irs-pdf/p1542.pdf for more information.
(b) Charges for long-distance communications;
(c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
(d) Actual costs of reproduction for items in excess of those included in the required services;
(e) Postage and handling charges incurred for drawings, specifications and other documents.

8.4.2 The ENGINEER shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

8.5 W-9 TAXPAYER FORM

All ENGINEERING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

OWNER and ENGINEER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

9.3 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

9.4 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

9.5 IRRIGATION AND IRRIGATION CONTROLLERS

9.5.1 All designs shall coordinate with the City of Huntsville Landscape Management Department. The basis of design shall be Rainbird Two-Wire System. BaseLine Irrigation Solutions may be considered where existing infrastructure exists but is subject to the approval of Landscape Management.

9.5.2 Contractor is to locate/flag irrigation system valves and moisture sensors at project completion to facilitate Owner's ability to gather GPS coordinates for maintenance purposes.

9.5.3 Bubbler style irrigation systems shall be used for tree installations with two bubblers at each tree ring. Drip Irrigation systems shall not be used. 1804 Spray Heads with SAM/PRS bodies are preferred.

9.6 CHANGES

9.6.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of

any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

9.6.2 If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

9.7 ENGINEER'S RECORDS

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

9.8 SEAL ON DOCUMENTS

9.8.1 Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.

9.8.2 When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.

9.8.3 When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.

9.8.4 Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more

than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

9.9 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

9.10 ESTIMATE OF CONSTRUCTION COST

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

9.11 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9.12 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The ENGINEER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The ENGINEER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractor.

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

Insurance shall be written on an "occurrence" basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs ENGINEERs Protective Insurance.

B. Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

C. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT.

D. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

E. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

F. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

$ 2,000,000 General Aggregate Limit
$ 2,000,000 Products - Completed Operations Aggregate
$ 1,000,000 Personal & Advertising Injury
$ 1,000,000 Each Occurrence

B. Professional Liability:

Insurance may be made on a "claims-made" basis:

$ 500,000 Per Claim - Land Surveyors
$ 1,000,000 Per Claim - Other Professionals

C. Automobile Liability:

$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

D. Workers' Compensation:

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

E. Employers Liability:

$ 1,000,000 Bodily Injury by Accident or Disease
$ 1,000,000 Policy Limit by Disease

10.4 OTHER INSURANCE PROVISIONS:

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

The policies are to contain, or be endorsed to contain, the following provisions:

A. All Coverage:

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

10.5 ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

10.8 HOLD HARMLESS AGREEMENT:

A. Professional Liability Exposures:

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, judgments and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, caused by any negligent act, error or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such

information is promptly given to the OWNER

B. Other Than Professional Liability:

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

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

11.2 INTENT AND INTERPRETATION

11.2.1 The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.

11.2.2 This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

11.2.3 When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.

11.2.4 The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

11.2.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

11.2.6 Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

11.3 TIME IS OF THE ESSENCE

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

11.4 SUCCESSORS AND ASSIGNS

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

11.5 NO THIRD-PARTY BENEFICIARIES

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor or, any third party, against the OWNER or the ENGINEER.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

11.7 SUBCONTRACT REQUIREMENTS

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor(s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 305 Fountain Circle (35801), Huntsville, AL. All notices

shall be given to the addresses set forth above. Notices, hand delivered shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.9 FEDERAL IMMIGRATION LAW

By signing this Agreement, 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.

11.10 STRICT COMPLIANCE

No failure of the OWNER to insist upon strict compliance by the ENGINEER with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the ENGINEER's obligations.

11.11 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

11.12 SEVERABILITY

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

11.13 ETHICS

The ENGINEER shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The ENGINEER shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The ENGINEER shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the ENGINEER, OWNER or PROJECT in which the ENGINEER has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the ENGINEER and the ENGINEER'S sub-consultants shall not offer services to the OWNER'S contractor.

11.14 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ENGINEER:
LAND DESIGN SOLUTIONS, INC.

BY: _____
Mike Donnelly

TITLE: President

ATTEST: _____

Given under my hand this_____day

Of _____, 2026.

_____
Notary Public

My commission expires_____

OWNER:
CITY OF HUNTSVILLE

BY: _____
Tommy Battle

TITLE: Mayor

ATTEST: _____

Given under my hand this_____day

Of _____, 2026.

_____
Notary Public

My commission expires_____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated December 30, 2025, from Mike Donnelly to Kathy Martin and attachments).

Land Design Solutions, Inc.
6996 LINDA STREET
HUNTSVILLE, AL 35811

Email: mikeadonnelly@att.net
Voice: 256.714.1470

December 30, 2025 (Revised)
Ms. Kathy Martin, P.E.
City Engineer
Engineering Department
City of Huntsville
305 Fountain Circle
Huntsville, AL 35801

RE: Streetscape Improvements
Clinton Avenue and Monroe Street
Intersection

Dear Kathy,

Following is our proposal for providing professional Landscape Architectural services for the above referenced area. It is our understanding Arts Huntsville has selected Haddad – Drugan (HD) as the Artist to design certain artistic paving and sculpture improvements at the Clinton – Monroe (CM) intersection. HD has designed two independent sculpture pieces "ALLEGRO" to be installed at SW quadrant of the intersection in the existing VBC landscape area fronting Clinton Street, and "POP" to be installed at the NW quadrant of the intersection on the sidewalk area at Front Row. Additionally, HD is providing the graphic design to be manufactured on the paving brick surface of the new CM intersection. The City of Huntsville Engineering Department has requested Land Design Solutions (LDS) to provide construction plans and coordinate with HD for the rework of the CM intersection for the installation of the artists paving brick design and assist with limited services towards POP and ALLEGRO sculpture installation.

SCOPE OF PROJECT IMPROVEMENTS

LDS and sub-consultants will provide design services incorporating the paving brick surface into a proposed paving section, renovation of adjoining sidewalks, curb & gutter and ramps to include renovation of the entry into the Hampton Inn on the SE quadrant of the intersection. Existing pedestrian crosswalk signals will be evaluated for PROWAG compliance and coordination with new ramps. Additionally, we will provide electrical design and limited construction administration services for POP and ALLEGRO sculptures and traffic control plans for installation of POP and ALLEGRO sculptures as well as the intersection construction.

THE PLANS

Land Design Solutions and sub-consultants will provide services / plans as follows:

Preliminary Design: This provides for initial coordination, schematic design and design development with COH, Arts Huntsville, and HD.

Construction Documents: This provides for the development of the final construction drawings, specifications and cost estimates.

CONSTRUCTION ADMINISTRATION

HD has requested limited CA services of site observation for the electrical component of the project, through sub-consultant SSOE. This Task is defined below and in SSOE proposal.

SUB-CONSULTANTS

Land Design Solutions will utilize the services of Mullins, LLC for a topographic survey of the project area to include a limited boundary survey of the adjoining tracks to establish R-O-W locations.

We anticipate a structural component with design of traffic brick edge restraints during phasing of traffic flow across structural sub-slab; we will use the structural engineering services of Echols, Lindsey and Moore (ELM), Structural Engineers for this effort. We have set up a $6,000.00 budget for these structural services, as the extent of this service is unknown at this time.

A sub-surface Geo Tech study with borings will be performed for POP and Allegro sculpture footings, as well as the structural sub-slab (including structural design of sub-slab) beneath the paving brick intersection. We will use the services of Universal Engineering Services, LLC (UES) for this component of the project.

Evaluation of existing crosswalk signalization for PROWAG conformance, to include any new proposed crosswalk locations, will be by Somers Consulting Services, LLC (SCS). Additionally, SCS will provide traffic control plans (TCP) for installation of POP and ALLEGRO sculptures along with TCP plans necessary for the multi-staged construction of the intersection improvements.

Limited electrical design services for POP and ALLEGRO sculptures will be performed by SSOE Group (SSOE) in support of HD's lighting designer. SSOE will provide design services for site electrical service to the sculptures and their associated components. Additionally, limited Construction Administration services of on-site field observations during construction will be performed by SSOE.

SCHEDULE

Preliminary Design and coordination work with Arts Huntsville and Haddad-Drugan has begun and is currently in revision of LDS preliminary plans. Please note, LDS proceeded with preliminary plans prior to contract, utilizing limited base condition information from adjacent projects and COH Planning Department.

We anticipate immediately beginning sub-surface Geo Tech work and Topographic Survey upon contract approval by City Council.

EXCLUSIONS

This proposal specifically excludes plats, traffic studies, permits, any construction administration other than SSOE limited electrical site observation, and any work beyond the Scope of Work identified herein.

FEES

TASK 1: TOPOGRAPHIC SURVEY

Mullins, LLC will perform a topographic survey of project area showing surface features, apparent / marked existing utilities, ground survey at one foot contour interval with limited boundary survey to establish R-O-W on adjoining tracts.

TASK 2: GEO TECH STUDY

UES will perform the Geo Tech Study with borings at proposed POP & ALLEGRO sculpture footing locations, and borings within proposed intersection sub-slab area.

TASK 3: THE PLANS

The consulting team shall develop Preliminary and Construction Plans as described above. The Construction Plan Package shall include Existing Conditions Plan, Demolition Plan, Erosion Control Plan, Keynote Plan, Layout Plan,
Grading Plan, Sub-Slab Plan, Paving Brick Surface Plan, Phasing Plan, Traffic Control Plans, Electrical Plans, Enlarged plan View(s) of Hampton Inn NW Entry Improvements, with associated details and specifications for owner's use in obtaining bids.

Land Design Solutions and sub-consultants shall perform the above work for:

LDS fee	$104,940.00
Sub-consultant fees	$44,200.00
5% Administration fee	$2,210.00
Plan Reproduction	$600.00
Total lump sum fee	$151,950.00

Note: ELM sub-consultant structural services is to be provided at hourly rates with a preliminary budget established at $6,000.00.

Cordially,

Mike Donnelly, PLA

Attachments:
Hourly Rates
Sub-Consultant Proposals

MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
2101 West Clinton Avenue, Suite 503, Huntsville, AL 35805
(256) 690-5312

November 10, 2025

To: Mike Donnelly, PLA
Huntsville, AL

RE: Clinton–Monroe Intersection Topographic and Partial Boundary Survey

Mike;

Mullins, LLC (Mullins) is pleased to provide our services on the above-mentioned project within the following Scope of Work: Topographic and Partial Boundary Survey

Mullins will prepare a survey in accordance with the instructions included in your email of 10/30/25:

- Field run survey, based on NAVD 1988 and NAD 1983 datum.
- Curb & gutter shot out with points at 10' separation to include Pcs and Pts, including ramps and storm structures.
- Asphalt paving should be shot with a close grid to include road crown, all traffic striping (need centerlines of each road established and shown in topo)
- All utility valves, manholes, storm, inlets, sanitary and utility boxes (include tops, inverts and pipe sizes), any above ground utility boxes, all poles including traffic signal poles and equipment and guy wires.
- All ground features including sidewalks, walls (tops and grade shots at base), sidewalks ramps, planting areas.
- At Hampton Inn shoot out building face, stoop, door, finish floor, etc.
- Need R-O-W shown in delineated area of all adjoining tracts.
- Every effort will be made to recover and tie into existing survey control points at VBC, PARC and Front Row projects.
-

Mullins will deliver both printed copy and cad file, which will contain the field points to CLIENT upon completion.

Fee

Mullins will perform the services outlined herein for a fee of $4,500 (four thousand five hundred dollars). Mullins will invoice monthly, by progress, or by project milestone, at Mullins' discretion. Invoices are due on Net-10 terms.

Should the project be put on "hold" at the direction of CLIENT, Mullins will invoice for work completed, to date. Projects remaining on "hold" for more than 6 months will be considered complete and/or abandoned and will require an updated proposal reflecting the appropriate scope of work to complete the project documents.

Mullins, LLC is honored to be considered for this project and looks forward to continuing our working relationship with you. Upon your approval and signing of this proposal, Mullins LLC will begin work on the project as soon as possible, with a target delivery date to be determined.

Regards,

Charles Mike Franklin, PLS
Survey Manager
Mullins, LLC

Accepted

SSOE Group
200 Clinton Ave. W
Ste. 700
Huntsville, AL 35801
256.534.2353 T
256.534.7080 F

www.ssoe.com

December 22, 2025

Mr. Mike Donnelly

Land Design Solutions, Inc.
6996 Linda Street
Huntsville, Alabama 35811

RE: Clinton Monroe Intersection Improvements Project
Huntsville, AL
Design Services

SSOE Project No. P26-02500-00

Dear Mr. Donnelly:

SSOE Group is pleased to electrical design for raceway, wiring, power and controls for two internally illuminated art sculptures on the West side of the North and South corners of Clinton St. and Monroe Ave. in Huntsville, Alabama.

A. Our understanding of the Scope of Work for this project includes:
   1. Scope includes coordinating the necessary electrical components for the tie-in to the existing site power distribution and lighting on the Front Row project currently under construction on the North side of Clinton Ave.
      a) This tie-in includes necessary power and pathways for controls to both the North ("Pop") and South ("Allegro") sculptures on Clinton Avenue on the West sides of Monroe Street.
   2. Additional coordination with existing underground utilities, access, and pathways to complete artwork lighting scope of work including recommendations for removal of existing or future structures that may impede visibility of artwork.
   3. Limited construction administration services as outlined below

   Drawings showing Demolition of existing or future conditions not known at this time are not included in our scope of work. Commissioning, set-up, and detailed installation of electrical components within the sculpture including rough-in within the artwork, Internal wiring components and specification of sculpture illuminated elements/controls are by others (Haddad Drugan). See **Attachment A** for Artist Scope of Work

B. Design Review Meetings:
   1. General Review of the electrical design with project stakeholders
   2. Meeting with COH and others to communicate rough-in concepts and

C. Deliverables
   1. 80% Electrical Design drawings for review and comment
   2. Final issue for Bid/Permit drawings stamped
   3. Specifications to be provided on the drawings, all front-end bidding and contract requirements to be administered by others. The timing, phasing and final installation of the artwork is coordinated by others. Drawings to show the completed conditions with any interim steps to complete project timeline to be coordinated by others.

D. Construction Administration
   a) Answer contractor pre-bid and post-bid RFI's

b) Attend pre-bid meeting with prime, COH, and respective bidders.

c) Review shop drawings for coordination purposes with final Art Design (to be provided prior by Haddad Drugan)

Note: Current proposal is based on "Huntsville Clinton Corridor Sculpture_HD_20251024" below.



d) On-Site Field Observations

1) Conduit and box rough-in prior to coverage

2) Placement and installation of 'Pop' and 'Allegro' electrical cabinets including rough-in and controls pathways.

3) Rough-in observations for pathways into underground foundation bases (designed by others)

4) Final positioning of up lights

Specification of Leader cabling, controls cabling, terminations, data switches, foundations and footings to be designed, specified, and inspected by others.

Fee Structure

1. We propose to furnish basic engineering services for a Lump Sum Fee of Twelve Thousand Seven Hundred Dollars ($12,700). Invoices will be sent monthly, or at the completion of major phases of the project. Invoices will reflect the amount of work completed in attainment of the work as a percentage. Payment is due thirty (30) days after receipt of invoice.

Reimbursable Expenses

A. Reimbursable expenses will include travel expenses, delivery, courier, and shipping services, incurred while providing services.

Additional Services and Project Change Orders

A. If the project proceeds beyond the scope of the proposed project, or if services and deliverables are required beyond those indicated herein, SSOE can provide these services at the request of The Episcopal Church of the Nativity Representative under a written Additional Services Authorization (ASA).

B. If during the project a change in Scope or services should occur, SSOE will advise The Episcopal Church of the Nativity Representative of the cost and schedule impact prior to proceeding with that portion of the work. Delay in The Episcopal Church of the Nativity Representative's approval may result in delays in schedule.

C. Additional services will be furnished on an hourly basis, plus expenses, or can be provided under a separate agreement, per your request, with written approval to proceed under an ASA. Please see the attached *US Corporate Hourly Rates*.

Contract Adopted by Reference

A. SSOE Terms and Conditions

Clarifications and Assumptions

A. Drawings / models from other design disciplines to be furnished in electronic format (DWG or RVT) for our use on the project. Reliable, existing As-Built plans and documents to be provided by Owner will be utilized for design.
B. All submittal review documents and drawings shall be furnished in electronic / digital format for digital review / approval. Hard copy (paper) documents will not be accepted.
C. SSOE will work with Land Design Solutions Inc. to meet the proposed schedule. It will be the responsibility of Land Design Solutions Inc. to provide reasonable notice to SSOE of scheduled meetings, field observations, and other project deadlines.
D. A reasonable quantity of site visits and project meetings will be provided to review the project. Excessive requests for site visits / meetings will be considered an additional service that has not been included in the fee noted above.
E. If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of SSOE, extension of SSOE's services beyond that time shall be compensated as Additional Services
F. This proposal is valid for a period of thirty (30) days.
G. Coordination between design trades, limited to Electrical design is included in this Scope of Work. Coordination of other disciplines or the provision of Commissioning activities or Third-Party Testing shall be the responsibility of others.
H. Requirements for Special Inspections are to be performed by others.
I. Submittal process to AHJ for permitting is to be coordinated by others; associated fees by others. It is assumed that Permit Application will be made, and that Permit Fees will be paid by General Contractor or the Owner. SSOE will submit Permit Ready Electronic (pdf) documents.
J. "Front-end" documentation, including procurement, administrative, and other contractual documentation usually prescribed in Division 00 and Division 01 of Specifications, as well as Contracts between the Owner, Contractors, and their Sub-Contractors is the responsibility of others.
K. Alternates are not included in this Scope of Work and will be negotiated as additional services. Additive alternates designed, but not accepted, will be billed through bidding and negotiation phase. The value of deductive alternates shall be included and billed through bidding and negotiation.
L. SSOE will receive design direction from Land Design Solutions, Inc. as a single point of contact (POC). Direction from the City of Huntsville or other Consultants, Construction Manager, or other Project Stakeholders will be provided through Land Design Solutions, Inc. All SSOE communications with those parties will be through Land Design Solutions, Inc. unless specifically requested in writing.

Acceptance

A. SSOE is prepared to begin work immediately upon receipt of a signed proposal, please sign in the space provided on the first page of this proposal and return to us for our files. Your signature is acceptance of the terms and conditions outlined herein.

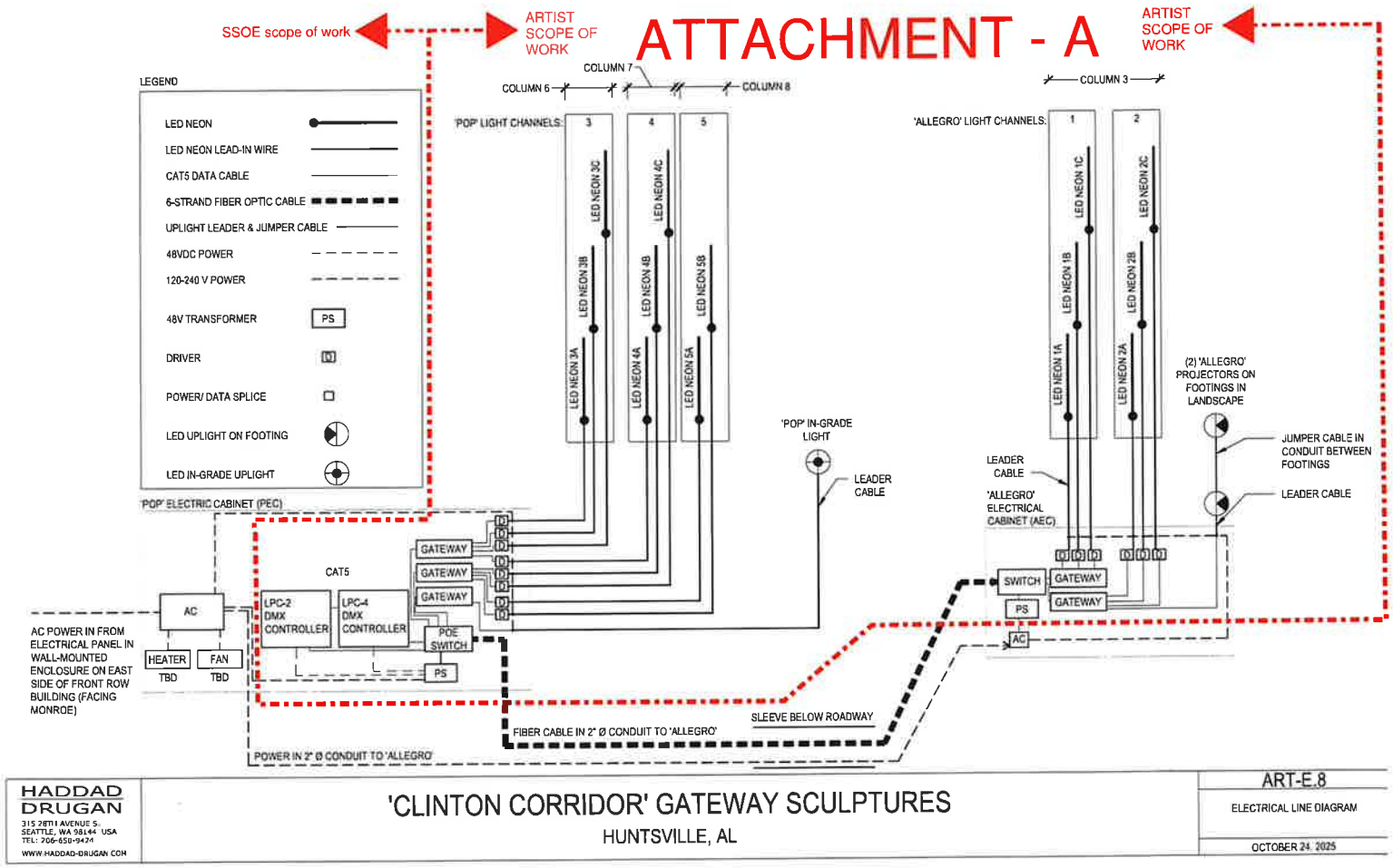
Please review and signify your acknowledgement by signing on the line provided below and returning a copy to our office. We will proceed with the work outlined above once we have received your approval in writing. If you have any questions, or if you would like additional information, please contact us at 256-585-6262, or via e-mail at ayork@ssoe.com.

SSOE Group

Andrew York, PE, CDT, LEED AP
Business Leader

Attachments: *US Corporate Hourly Rates*
SSOE Terms and Conditions (03.17.2020)
Attachment A

ACCEPTED: _____ DATE: _____



HADDAD DRUGAN
315 28TH AVENUE S.
SEATTLE, WA 98144 USA
TEL: 206-650-9424
WWW.HADDAD-DRUGAN.COM

'CLINTON CORRIDOR' GATEWAY SCULPTURES
HUNTSVILLE, AL

ART-E.8
ELECTRICAL LINE DIAGRAM
OCTOBER 24, 2025

2025 Corporate Rate Schedule

- SSOE Group | U.S. Rates Only -

JOB CLASSIFICATION / CATEGORY	HOURLY BILLING RATE
Principal | Operations Manager	$ 300.00
Program Manager | Division Manager | Practice Group Lead | Business Leader | Project Director	$ 265.00
Senior Project Manager | Master Engineer | Master Architect | Department Manager	$ 230.00
Engineer 6 | Architect 6 | Section Manager	$ 215.00
Engineer 5 | Tool Install Design Lead 5 | Senior C&Q Agent | Senior Healthcare Planner	$ 205.00
Project Manager | Architect 5 | Tool Install Design Lead 4 | VDC Technical Leader | Safety Manager | Process/Packaging Specialist | Design Tech Specialist	$ 195.00
Engineer 4 | Architect 4 | Designer 6 | Tool Install Design Lead 3	$ 175.00
Designer 5 | Project Controls 3 | Tool Install Design Lead 2 | Project VDC/BIM Specialist	$165.00
Engineer 3 | Architect 3 | BIM/CAD Technical Specialist | C&Q Agent | Senior Interior Designer	$ 150.00
Designer 4 | Tool Install Design Lead 1 | Project VDC/BIM Coordinator	$ 140.00
Engineer 2 | Assistant Project Manager | Project Controls 2	$ 130.00
Designer 3 | Architect 2 | BIM/CAD Technical Coordinator | Senior Administrative Support | Healthcare Planner	$ 120.00
Engineer 1 | Architect 1	$ 115.00
Designer 2 | Project Controls 1 | Interior Designer	$ 105.00
Designer 1 | Project Manager Assistant	$ 95.00
Administrative Support | Engineering Intern | Architectural Intern	$ 80.00

The above hourly billing rates are complete except for the following:

- Specialized or unique expertise beyond traditional services will be quoted relative to the project scope.
- Check-out and start-up services rates are 1.15 times the above hourly rates.
- Travel expenses, including meals, transportation, and lodging, will be invoiced at cost. Mileage is invoiced at the standard federal allowable rate per mile.
- When applicable, per diem allowances will be quoted on a per project basis.
- Miscellaneous related project and site expenses (telephones, computers, software, shipping, low-volume printing and photo copies, safety consumables, etc.) will be invoiced all-inclusive of $4.00 per labor hour; or at cost, plus ten percent (10%).
- Purchased goods and services will be invoiced at cost plus ten percent (10%).

The above hourly billing rates are valid for services provided through September 30, 2025.

NOTE: *Information regarding rates and billing procedures is CONFIDENTIAL. Please contact SSOE's Accounting Department with questions or comments.*

SCS SOMERS CONSULTING SERVICES, LLC

December 6, 2025

Mr. Mike Donnelly
Land Design Solutions
6996 Linda St.
Huntsville, AL 35811

RE: Proposal for Traffic Engineering Services
Traffic Control Plan – Clinton Street at Monroe Avenue
Huntsville, AL

Dear Mike:

Thank you for the opportunity to present this submittal for traffic engineering services. As requested, we have developed a proposal for a temporary traffic control plan. These services would be in support of your streetscaping design within the intersection of Clinton Street and Monroe Avenue in the downtown area of Huntsville. Our specific scope for this effort follows.

SCOPE OF SERVICES

Somers Consulting Services (SCS) will prepare a two-phase traffic control plan (TCP) to facilitate a partial intersection closure of the intersection of Clinton Street and Monroe Avenue. This will create a work zone to place pavers within the extents of the intersection. It is anticipated that each of the proposed two phases of the traffic control plan will remain in place for approximately two weeks. The TCP will be suitable for submission to the City of Huntsville Traffic Engineering Department and Engineering Department, and we will incorporate and comments received as applicable. SCS will deliver an approved TCP to Land Design Solutions stamped by an Alabama licensed professional engineer. The TCP will encompass the area depicted in the attached graphic, and will interface with existing temporary traffic control plans in place along Monroe Street both north and south of the intersections, and on Clinton Avenue west of the intersection as applicable.

SCS will also develop a temporary traffic control plan to allow for the deployment of sculpture and public art pieces on the northwest and southwest quadrants of the intersection. This works is assumed to be performed outside of the decorative paver installation described in the above paragraph and is priced as a stand-alone operation subsequent to the intersection work.

As an alternate task, SCS will evaluate the existing pedestrian signals and accomodations at the newly designed intersection to insure the traffic signal installation is in complaiance with the MUTCD and current ADA regulations. As appropriate, SCS will prepare a one-sheet plan to bring the installation into compliance once improvements are complete to include updating and relocation of pedestrian signal heads and pushbutton actuation devices.

EXCLUSIONS

- Land surveying (base map information will be based on readily available GIS data from the City of Huntsville or aerial images (e.g. Google Earth) as appropriate.)

SCS

- Coordination with the Alabama Department of Transportation, or any other entity outside of the City of Huntsville Traffic Engineering Department and Engineering Department
- Work outside the area depicted in Exhibit A, and additional phases of work
- Traffic studies, data collection or analysis
- Roadway/Intersection Design

SCHEDULE AND FEE

SCS proposes to perform this scope of services for a lump sum fee of **$9,000 ($3000 per phase)**. The alternate signal modification task for ADA and MUTCD compliance shall be as directed at a lump sum fee of **$3000**. Direct reimbursable expenses may include but are not be limited to the following: printing, delivery charges, shipping, and mileage. All permit, application, third party review and submittal fees applicable or required are to be paid by the Client. Any additional services will be billed at my standard hourly billing rates of $220 for Senior Engineer and $175 for Designer.

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

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

Sincerely,

PE

Andy Somers, PE, PTOE
Somers Consulting Services

Attachments
- Exhibit "A" Anticipated Area of Work
- Exhibit "B" Professional Services Agreement

Cc: File

ELM Echols, Lindsey & Moore
Structural Engineers, Inc.

November 12, 2025

Land Design Solutions
6996 Linda Street
Huntsville, AL 35811

Attn: Mike Donnelly, ASLA

Re: Clinton-Monroe Intersection Improvements
Structural Services Proposal

Dear Mike:

We are pleased that you contacted ELM to perform structural engineering services for the upcoming Clinton-Monroe Intersection Improvements project. Based on our conversation, I understand that the scope of structural services is still undefined at this time but will likely include the design of edge restraint elements for a concrete paver system. The edge restraint elements could be either concrete bands or steel angles, depending on aesthetic considerations, construction sequencing and other factors. Either scheme would be anchored to the concrete sub slab. ELM would provide anchorage design to the sub slab, but the sub slab design would be performed by the geotechnical engineer, who would retain sole design responsibility for the slab. We understand that there may be two free-standing sculptures as part of the overall project, but ELM would not be involved in design or review of structural considerations for those items. No other structural items are known to be in ELM's scope of services at this time.

Due to the uncertainty of the extents of ELM's scope at this time, we propose to provide structural engineering services on an hourly basis. Our current rates are as follows:

Principal	$200.00
Associate Engineer	$170.00
Engineer	$150.00
Engineer Intern	$130.00
Designer	$100.00
CAD/REVIT Operator	$ 80.00
Administrative/Clerical	$ 70.00

ELM will honor these rates for the duration of the project, assuming our services will not extend beyond two years from the date of this letter. ELM's services shall be performed under our standard Terms and Conditions, which are provided in a separate document.

We look forward to working with you on this project.

Sincerely,

Claude H. Moore, P.E.
President
Echols, Lindsey & Moore Structural Engineers, Inc.

P.O. Box 405 Huntsville, Alabama 35804
Telephone 256.864.2542 E-mail: cmoore@elmstructural.com

Universal Engineering Sciences, LLC.

November 3 2025

Land Design Solutions
6996 Linda Street
Huntsville, AL 35811

Attention: Mr. Mike Donnelly

Subject: Proposal for Geotechnical Consulting Services
Clinton Corridor Improvements
Clinton Avenue at Monroe Street
Huntsville, Alabama
Proposal No.: G-25-343

INTRODUCTION

Universal Engineering Sciences, LLC (UES) is pleased to submit this proposal for geotechnical consulting services for the subject site. This proposal presents a scope of services and fee for these services.

PROJECT INFORMATION

The subject project will include improvements to the intersection of Clinton Avenue and Monroe Street in Huntsville, Alabama. These improvements will include setting vehicle grade pavers over a sand bedding and a sub-slab. The pavers will be 4"x8"x3" TK, Prest Brick, vehicular pavers as manufactured by Hanover Architectural Products.

Additional improvements include two free standing pop sculptures, "Pop & Allegro" at the northwest and southwest corners of the intersection.

SCOPE OF SERVICES

Intersection Improvements

- Review of previous geotechnical evaluations performed in the general area;
- Subsurface exploration will consists of excavation, logging, and sampling of 4 soil test borings. The borings will be drilled to a depth of 10 feet each and include continuous Standard Penetration Test Sampling (SPTS). Traffic control will be required at each boring location.
- Groundwater readings will be recorded after drilling activities are completed. The borings will then be backfilled with soil auger cuttings and an asphalt cold patch.
- Laboratory testing to evaluate in-place moisture and plasticity/grain size characteristics of representative onsite soils.
- Preparation of a preliminary geotechnical engineering report to discuss the conditions encountered during the subsurface exploration, potential impacts these conditions could have on the proposed improvements, and recommendations relative to subgrade preparation. Specifically, the report will address the following:
  - Conditions encountered at the locations drilled;
  - Subgrade preparation considerations including undercutting requirements, if any;
  - Anticipated excavation considerations;

- Anticipated site preparation requirements, including undercutting and the presence of shallow rock;
- Fill material requirements:
- Pavement considerations; and,
- Fill compaction requirements.

Free Standing Pop Sculptures

- Subsurface exploration consists of two soil test borings, one at each sculpture location. Borings will be drilled to a depth of 20 feet each and include Standard Penetration Tests at selected intervals. Groundwater levels will be recorded after drilling and the borings will be back filled with soul auger cuttings and patched at the surface if necessary.
- Laboratory testing to evaluate soil index properties of representative samples;
- Preparation of a brief report presentation on findings, a recommended foundation type and geotechnically related design criteria;

FEES

The following fee is provided for the above-mentioned services:

Intersection Improvements	$ 4,500.00
Traffic Control	$ 2,000.00
Pop Sculptures	$ 2,500.00*

*If performed under same mobilization as Intersection Improvements.

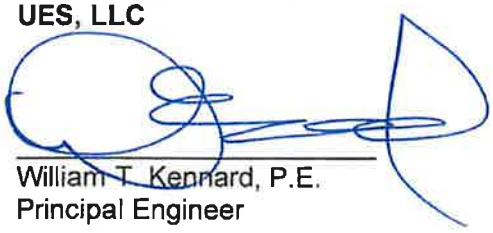
PROPOSAL AUTHORIZATION

If you agree to the terms of this proposal, please complete the Standard Agreement for Services and General Terms attached. Your execution of this document constitutes your authorization to perform the services listed in the Scope of Services, your agreement to pay the Fees specified above and your agreement to be bound by the enclosed Terms and Conditions.

CLOSING

We appreciate the opportunity to present this proposal to you. If you have any questions regarding our proposed scope, please call.

Respectfully Submitted,
UES, LLC



William T. Kennard, P.E.
Principal Engineer

Attachments: Standard Agreement for Services and General Terms

ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Land Design Solutions, Inc
- City of Huntsville current taxpayer identification number (if available): 40021
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I.D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☑ Corporation	Number & State: 263-703, Alabama
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Mike Donnelly Title (if applicable): President

Type or legibly write name: Mike Donnelly Date: 1-6-2012

Revised 12/7/2011

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.

2. City of Huntsville Engineering Standards, 1991.

3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.

4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.

5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.

6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4
DESIGN REVIEWS

0% COMPLETE – PRE-DESIGN CONFERENCE

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

CONFERENCE FORMAT

The pre-design meeting will we initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

ATTENDEES: (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

DISCUSSION TOPICS :

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.
- Tree Ordinance

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's sub-consultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.

2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at http://www.huntsvilleal.gov/engineering/index.php.

3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period of Services in Article 6. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

ATTACHMENT 4
DESIGN REVIEWS

30% COMPLETE – CONCEPTUAL DESIGN

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- ENGINEER presents recommended design/solutions along with other options and alternatives considered.
- ENGINEER presents updates on progress of permitting requirements
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.
4. One (1) complete set of all approved permits including Location, Character, and Extent.

ATTACHMENT 4
DESIGN REVIEWS

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officer (Engineering Department), State of Alabama, sub consultants, etc.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)

2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.

4. Three (3) copies of preliminary plans for utilities shall be submitted.

5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)

6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.

7. Detailed preliminary construction cost estimate shall be submitted.

8. Results of geotechnical investigations shall be submitted.

9. A list of comments made at the 30% review and a summary of each resolution.

10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 4
DESIGN REVIEWS

90% COMPLETE – FINAL REVIEW

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.

2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.

3. A list of comments made at the 60% review and a summary of each resolution.

4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:

    - Item Number
    - Item Description with standard specification used
    - Detailed calculation to include all measurements, conversion factors, and "standard" weights used
    - Final "calculated" amount and any "increased" amounts
    - Notes to include any deviation from referenced standard specifications

ATTACHMENT 4
DESIGN REVIEWS

100% COMPLETE – READY TO ADVERTISE

After the 90% review, the ENGINEER shall revise the construction documents by incorporating any comments generated during the previous design reviews. The ENGINEER shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

Land Design Solutions, Inc.
6996 LINDA STREET
HUNTSVILLE, AL 35811

Voice: 256.714.1470
E-mail: mikeadonnelly@att.net

January 1, 2025
Hourly Rate Schedule

Senior Landscape Architect	$165.00/Hr
Junior Landscape Architect	$125.00/Hr
Draftsman	$104.50/Hr
Administration	$66.00/Hr

*All rate will remain in effect through the duration of the project

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____CONSULTANT'S PROJ. MAN. _____

CURRENT MONTH % COMPLETE: _____ PREV. MONTH % COMPLETE: _____

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

_____

_____

_____

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED		_____
SUBCONSULTANTS PAID IN FULL		_____
CONTRACTED COMPLETION DATE:	January 23, 2027	_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? _____ YES _____ NO
*If yes, send an electronic copy to the Project engineer

COMMENTS:

_____

_____

_____

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

_____ _____

CONSULTANT DATE CITY PROJECT ENGINEER DATE

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER
(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
Mullins, LLC 2101 West Clinton Avenue Suite 503 Huntsville, AL 35805	Topographic and Partial Boundary Survey	$4,500.00
SSOE Group 200 Clinton Avenue W Suite 700 Huntsville, AL 35801	Electrical Design	$12,700.00
Somers Consulting Services, LLC 2206 Shades Crest Road Huntsville, AL 35801	Traffic Engineering Services	$9,000.00
Echols, Lindsey & Moore Structural Engineers, Inc. P.O. Box 405 Huntsville, AL 35804	Structural Engineering Services	$6,000.00
Universal Engineering Sciences, LLC. 7201 Opportunity Boulevard Huntsville, AL 35810	Geotechnical Consulting Services	$12,000.00
	SUB-TOTAL	$44,200.00
	5% Administrative Fee	$2,210.00
	TOTAL	$46,410.00

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
ADA grades, elevations and layout	OWNER	90% review, 100% complete	2	Article 2.6
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.

Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 6	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project Engineer	100% complete.	1	Attachment 4
Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4

Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in US Survey feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD83(2011) datum for horizontal control and NAVD88 (based upon latest Geoid) for vertical control. Since these surveys originate and terminate at points with datum adjusted Alabama State Plane Coordinates, all computed coordinates shall be datum adjusted NAD83(2011) Alabama State Plane Coordinates, U.S. Survey Foot, East Zone.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

OTHER DOCUMENTS

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping."

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

ATTACHMENT 15 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology – Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL

37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME:_____
(Utility Name)

PROJECT NAME: _____ PROJECT NUMBER:_____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE_____PHONE:_____

I have reviewed design drawings or other information as available, and:

DO _____ DO NOT _____

have facilities that will require relocation. If relocation is required, a construction duration of _____ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY:_____

NAME OF UTILITY:_____

NAME OF UTILITY: _____

OTHER: _____

COMMENTS: _____

BY: _____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: _____ PHONE: _____
OFFICE CONTACT PERSON: _____ PHONE:_____

DATE:_____

ATTACHMENT 11

CONSTRUCTION PLANS FOR

PROJECT NAME

PROJECT INFORMATION

FOR THE

CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

(PROJECT NO. XXXXXXXXX)

SAMPLE STANDARD DRAWING FORMAT

HUNTSVILLE

The Star of Alabama

INDEX OF DRAWINGS

SHEET NO. TITLE

INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE, OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.

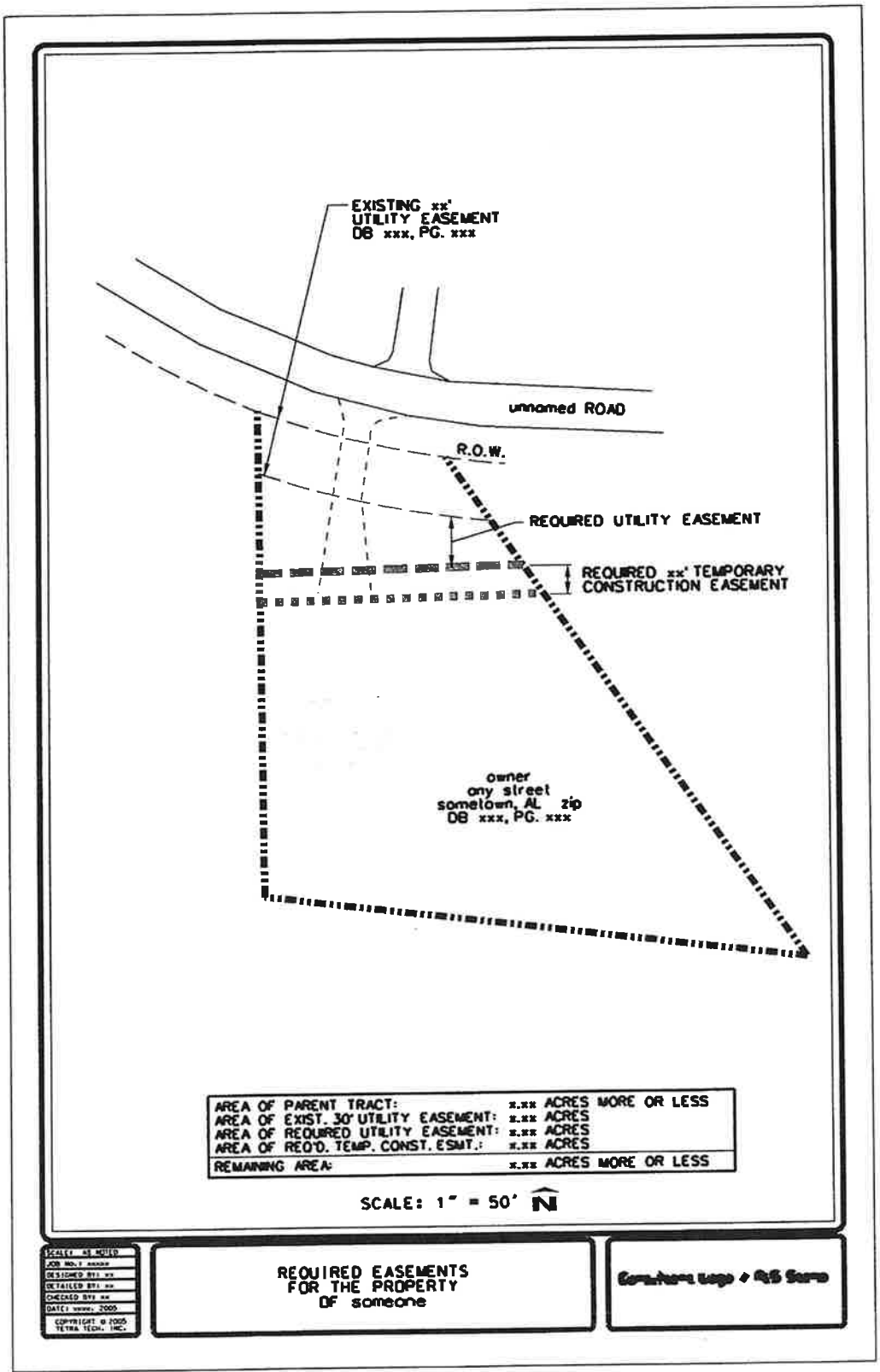
TITLE SHEET

PROJECT NAME AND INFORMATION

CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

ATTACHMENT 12
SAMPLE



...\easementtemplate_V7.dgn 3/17/2006 12:11:14 PM

ATTACHMENT 13

United States National Map Accuracy Standards

With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:

1. ***Horizontal accuracy.*** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*

2. ***Vertical accuracy,*** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*

3. ***The accuracy of any map may be tested*** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*

4. ***Published maps meeting these accuracy requirements*** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*

5. ***Published maps whose errors exceed those aforestated*** *shall omit from their legends all mention of standard accuracy.*

6. ***When a published map is a considerable enlargement*** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*

7. ***To facilitate ready interchange and use of basic information for map construction*** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION
PLAN REQUIREMENTS

DRAWINGS:
Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- ***All Parcels shall be closed shapes (polygons).***
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

Color Standards *(SAMPLE)*

Description	Color	Line Style	Type
Existing ROW	Red	Medium Dashed	
Proposed ROW	Red	Solid	Closed Polygon
Existing Easements	Orange	Medium Dashed	
Proposed Easements	Orange	Solid	Closed Polygon
TCE	Pink	Solid	Closed Polygon

DESCRIPTIONS:

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

GENERAL:

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

ATTACHMENT 16 – REQUIRED DELIVERABLES

Checklist must be submitted at 100% review and with final invoice.

This is a submittal only. **Return this sheet with submittal**

YES	NO		REQUIRED SUBMITTALS TO THE PROJECT ENGINEER
☐	☐	1.	Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the Code of Alabama (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
☐	☐	2.	One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
☐	☐	3.	Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
☐	☐	4.	One (1) Micro station digital file of right-of-way drawings.
☐	☐	5.	Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
☐	☐	6.	One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
☐	☐	7.	One (1) print copy of Final Construction Cost Estimate.
☐	☐	8.	One (1) digital spread sheet file of Final Construction Cost Estimate.
☐	☐	9.	Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
☐	☐	10.	One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
☐	☐	11.	Two (2) print sets of contract specifications.
☐	☐	12.	One (1) digital text file of contract specifications.
☐	☐	13.	One (1) complete set of signed and sealed calculations.
☐	☐	14.	One (1) complete set of permits for COH signature and Engineer's submittal to include but not limited to USACE, ADEM NPDES NOI, ETC. This package will also include CBMPP, ALDOT Maintenance, ROW and utility permit Applications for ALDOT Funded Projects as required.
☐	☐	15.	One (1) complete set of all field notes.
☐	☐	16.	One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
☐	☐	17.	Utility Project Notification forms and a list of all utilities that need to be contacted.

_____ Engineer

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-83

Department: Engineering

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Mullins LLC, for Engineering Design Services for Dog Park and Parking Area on Cabela Drive, Project No. 71 -26-SP05.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530010-00000000-
City Cost Amount: $16,700.00
Total Cost: $16,700.00

Special Circumstances:

Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ . District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Design contract with Mullins, LLC for a dog park and parking lot on approximately 2 acres on Cabela Drive consisting of survey, fencing, pedestrian connectivity, and parking with a minimum of five spaces.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6428

Department: Engineering

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Mullins LLC, for Engineering Design Services for Dog Park and Parking Area on Cabela Drive, Project No. 71 -26-SP05.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530010-00000000-
City Cost Amount: $16,700.00
Total Cost: $16,700.00

Special Circumstances:

Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ . District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Design contract with Mullins, LLC for a dog park and parking lot on approximately 2 acres on Cabela Drive consisting of survey, fencing, pedestrian connectivity, and parking with a minimum of five spaces.

RESOLUTION NO. 26-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an Agreement between the City of Huntsville, Alabama and Mullins, LLC, in the amount of SIXTEEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($16,700.00) for Engineering Design Services for Dog Park and Parking Area on Cabela Drive, Project No. 71-26-SP05, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville, Alabama and Mullins, LLC, for Engineering Design Services for Dog Park and Parking Area on Cabela Drive, Project No. 71-26-SP05," consisting of a total of nineteen (19) pages, plus twenty-seven (27) additional pages consisting of Attachments 1-16, and the date of January 22, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

_____

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

MULLINS, LLC

FOR

ENGINEERING DESIGN SERVICES

FOR

DOG PARK AND PARKING AREA ON CABELA DRIVE

Project ID Number 71-26-SP05
January 22, 2026

_____
President of the City Council of the City of Huntsville, Alabama
Date: January 22,2026

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AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA
AND
MULLINS, LLC
FOR
ENGINEERING DESIGN SERVICES
FOR
DOG PARK AND PARKING AREA ON CABELA DRIVE
Project ID Number 71-26-SP05

THIS AGREEMENT made as of the 22nd day of January in the year 2026, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and MULLINS, LLC, (hereinafter called ENGINEER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

1.1 Professional Engineering Services for design of a Dog Park and Parking Area on Cabela Drive, as further described in ARTICLE 2, and hereinafter called PROJECT.

1.2 By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.

1.3 Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

1.4 The engineering professionals performing work on this contract shall perform the services with the professional skill and care ordinarily provided by a competent engineering professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineering professional.

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

2.1 ENGINEER shall provide for OWNER Professional Engineering Services for design of a Dog Park and Parking Area on Cabela Drive.

2.2 These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.

2.3 Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated and adequate for the construction and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.

2.4 A contract for the professional services of a design professional shall require the design professional to perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

2.5 The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.

2.6 The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.

2.7 The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 3. The ENGINEER shall also incorporate into its design, where applicable, Americans with Disabilities Act (ADA) grades, elevations and layout for each handicap ramp within the project. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.

2.8 The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

2.9 The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.

2.10 The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.

2.11 During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.

2.12 Field surveying work is required and shall be performed in accordance with "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.

Survey data shall be based on a US Public Land Survey System corner or quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:

Coordinate System:	US State Plane
Zone:	Alabama East 0101
Vertical Datum:	The North American Vertical Datum of 1988 (NAVD 88)
Horizontal Datum:	The North American Datum of 1983 (NAD 83) National Adjustment 2011 (NA2011)
Geoid Model:	Geoid18
Units:	US Survey Feet

2.13 The ENGINEER shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).

2.14 The ENGINEER shall prepare the pre-bid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project Engineer and Inspector(s), and other City of Huntsville departments as applicable. The ENGINEER shall moderate the pre-bid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.

2.15 A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

4.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.

4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.

4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.

4.4 Providing services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.

4.5 Providing expert witness services and other services arising out of claims.

4.6 Provide services to stake site during construction.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

The OWNER, without cost to the ENGINEER, will perform the following in a timely manner so as not to delay the services of the ENGINEER:

5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.

5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.

5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit

instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

5.5 When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER

5.6 The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

6.1 The ENGINEER shall commence services pursuant to this agreement as of January 23, 2026. The final completion date for the completion of design services as outlined in Article 2 shall be March 24, 2026. The Director of Engineering has the right to grant a time extension of up to 6 months at his/her discretion.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF SIXTEEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($16,700.00) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 REIMBURSABLE EXPENSES

The scope of work for sub-contracted services is defined in the ENGINEER's scope of

services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs. Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

Reimbursable expenses shall be limited during the term of this agreement as stated in Article 7.1 Basic Services.

7.3 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

Engineering Design Services – LUMP SUM AMOUNT OF	$16,700.00
TOTAL CONTRACT AMOUNT:	**$16,700.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The ENGINEER shall submit monthly invoices to the Administrative Officer in the Engineering Department for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

8.1.2 The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof

should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

8.4 REIMBURSABLE EXPENSES

8.4.1 In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

(a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: www.irs.gov/pub/irs-pdf/p1542.pdf for more information.
(b) Charges for long-distance communications;
(c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
(d) Actual costs of reproduction for items in excess of those included in the required services;
(e) Postage and handling charges incurred for drawings, specifications and other documents.

8.4.2 The ENGINEER shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

8.5 W-9 TAXPAYER FORM

All ENGINEERING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

OWNER and ENGINEER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

9.3 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

9.4 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

9.5 IRRIGATION AND IRRIGATION CONTROLLERS

9.5.1 All designs shall coordinate with the City of Huntsville Landscape Management Department. The basis of design shall be Rainbird Two-Wire System. BaseLine Irrigation Solutions may be considered where existing infrastructure exists but is subject to the approval of Landscape Management.

9.5.2 Contractor is to locate/flag irrigation system valves and moisture sensors at project completion to facilitate Owner's ability to gather GPS coordinates for maintenance purposes.

9.5.3 Bubbler style irrigation systems shall be used for tree installations with two bubblers at each tree ring. Drip Irrigation systems shall not be used. 1804 Spray Heads with SAM/PRS bodies are preferred.

9.6 CHANGES

9.6.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of

any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

9.6.2 If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

9.7 ENGINEER'S RECORDS

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

9.8 SEAL ON DOCUMENTS

9.8.1 Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.

9.8.2 When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.

9.8.3 When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.

9.8.4 Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more

than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

9.9 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

9.10 ESTIMATE OF CONSTRUCTION COST

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

9.11 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9.12 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The ENGINEER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The ENGINEER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractor.

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

Insurance shall be written on an "occurrence" basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs ENGINEERs Protective Insurance.

B. Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

C. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT.

D. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

E. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

F. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

$ 2,000,000 General Aggregate Limit
$ 2,000,000 Products - Completed Operations Aggregate
$ 1,000,000 Personal & Advertising Injury
$ 1,000,000 Each Occurrence

B. Professional Liability:

Insurance may be made on a "claims-made" basis:

$ 500,000 Per Claim - Land Surveyors
$ 1,000,000 Per Claim - Other Professionals

C. Automobile Liability:

$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

D. Workers' Compensation:

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

E. Employers Liability:

$ 1,000,000 Bodily Injury by Accident or Disease
$ 1,000,000 Policy Limit by Disease

10.4 OTHER INSURANCE PROVISIONS:

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

The policies are to contain, or be endorsed to contain, the following provisions:

A. All Coverage:

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

10.5 ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

10.8 HOLD HARMLESS AGREEMENT:

A. Professional Liability Exposures:

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, judgments and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, caused by any negligent act, error or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual

property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER

B. Other Than Professional Liability:

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

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

11.2 INTENT AND INTERPRETATION

11.2.1 The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.

11.2.2 This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

11.2.3 When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.

11.2.4 The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

11.2.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

11.2.6 Words or terms used as nouns in this contract shall be inclusive of their singular and

plural forms, unless the context of their usage clearly requires a contrary meaning.

11.3 TIME IS OF THE ESSENCE

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

11.4 SUCCESSORS AND ASSIGNS

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

11.5 NO THIRD-PARTY BENEFICIARIES

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor or, any third party, against the OWNER or the ENGINEER.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

11.7 SUBCONTRACT REQUIREMENTS

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor(s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the

original is hand delivered, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 305 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.9 FEDERAL IMMIGRATION LAW

By signing this Agreement, 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.

11.10 STRICT COMPLIANCE

No failure of the OWNER to insist upon strict compliance by the ENGINEER with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the ENGINEER's obligations.

11.11 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

11.12 SEVERABILITY

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

11.13 ETHICS

The ENGINEER shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The ENGINEER shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The ENGINEER shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the ENGINEER, OWNER or PROJECT in which the ENGINEER has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the ENGINEER and the ENGINEER'S sub-consultants shall not offer services to the OWNER'S contractor.

11.14 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements,

either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ENGINEER:
MULLINS, LLC

BY: _____
Robbie Stewart

TITLE: Vice President

ATTEST: _____

Given under my hand this_____day

Of _____, 2026.

_____
Notary Public

My commission expires_____

OWNER:
CITY OF HUNTSVILLE

BY: _____
Tommy Battle

TITLE: Mayor

ATTEST: _____

Given under my hand this_____day

Of _____, 2026.

_____
Notary Public

My commission expires_____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated December 30, 2025, from Robbie Stewart to Shane Davis and attachments).

MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
2101 West Clinton Avenue, Suite 503, Huntsville, AL 35805
(256) 690-5312

December 30, 2025

Shane Davis
City of Huntsville
305 Fountain Circle
Huntsville, AL 35801

Re: Proposal for Professional Services for a Dog Park and Parking Area on Cabela Drive

Mr. Davis,

This proposal is submitted to provide civil engineering design services for a proposed dog park improvement project to be constructed within the City of Huntsville.

Scope of Engineering Services

The Engineer will prepare civil engineering design and construction documents for the following project components:

- Site layout and civil design for a public dog park facility
- Design of an on-site parking area accommodating approximately five (5) to ten (10) vehicles
- Sidewalks and pedestrian circulation improvements within the project limits
- Pedestrian crosswalk design to provide safe access to the site
- Layout and coordination of fencing for designated dog park areas
- Landscaping layout coordination in accordance with City of Huntsville standards and specifications
- Preparation of civil construction plans suitable for City Engineering review, permitting, and construction
- Boundary and topographic survey

Services Excluded

The following services are excluded from this proposal unless authorized by a written amendment:

- Site lighting and electrical design
- Geotechnical, environmental, traffic, or drainage studies beyond basic civil design
- Construction phase services, inspection, testing, or resident project representation

Fee

The lump-sum fee for the services described herein is Sixteen Thousand Seven Hundred Dollars ($16,700.00).

Schedule

Services will begin upon receipt of written authorization to proceed. The design schedule will be coordinated with the City Huntsville and is contingent upon timely receipt of required information and review comments.
We appreciate the opportunity to submit this proposal and look forward to working with the City of Huntsville on this project. Please contact us with any questions or requests for additional information.

Regards,

Robbie Stewart
Vice President
Mullins, LLC

ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. **General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Mullins, LLC
- City of Huntsville current taxpayer identification number (if available): 41005
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. **Type of Ownership**. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership *(check appropriate box)*	**Entity I. D. Number & Applicable State**
❑ Individual or Sole Proprietorship	~~Not Applicable~~
❑ General Partnership	~~Not Applicable~~
❑ Limited Partnership (LP)	Number & State:
❑ Limited Liability Partnership (LLP)	Number & State:
☒ Limited Liability Company (LLC) (Single Member)	Number & State: 000-475-883 Alabama
❑ LLC (Multi-Member)	Number & State:
❑ Corporation	Number & State:
❑ Other, please explain:	Number & State (if a filing entity under state law):

C. **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. **Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Robbie Stewart Title (if applicable): Vice President

Type or legibly write name: Robbie Stewart Date: 01/06/2026

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.

2. City of Huntsville Engineering Standards, 1991.

3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.

4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.

5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.

6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4
DESIGN REVIEWS

0% COMPLETE – PRE-DESIGN CONFERENCE

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

CONFERENCE FORMAT

The pre-design meeting will we initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

ATTENDEES: (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

DISCUSSION TOPICS :

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.
- Tree Ordinance

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's sub-consultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.

2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at http://www.huntsvilleal.gov/engineering/index.php.

3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period of Services in Article 6. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

ATTACHMENT 4
DESIGN REVIEWS

30% COMPLETE – CONCEPTUAL DESIGN

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- ENGINEER presents recommended design/solutions along with other options and alternatives considered.
- ENGINEER presents updates on progress of permitting requirements
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.
4. One (1) complete set of all approved permits including Location, Character, and Extent.

ATTACHMENT 4
DESIGN REVIEWS

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officer (Engineering Department), State of Alabama, sub consultants, etc.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)

2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.

4. Three (3) copies of preliminary plans for utilities shall be submitted.

5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)

6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.

7. Detailed preliminary construction cost estimate shall be submitted.

8. Results of geotechnical investigations shall be submitted.

9. A list of comments made at the 30% review and a summary of each resolution.

10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 4
DESIGN REVIEWS

90% COMPLETE – FINAL REVIEW

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.
2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.
3. A list of comments made at the 60% review and a summary of each resolution.
4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:
    - Item Number
    - Item Description with standard specification used
    - Detailed calculation to include all measurements, conversion factors, and "standard" weights used
    - Final "calculated" amount and any "increased" amounts
    - Notes to include any deviation from referenced standard specifications

ATTACHMENT 4
DESIGN REVIEWS

100% COMPLETE – READY TO ADVERTISE

After the 90% review, the ENGINEER shall revise the construction documents by incorporating any comments generated during the previous design reviews. The ENGINEER shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

MULLINS, LLC

2026 Hourly Fee Schedule

The rates below will remain in effect through the duration of the contract:

Principal Engineer	$235/hour
Professional Engineer	$195/hour
Engineer Intern	$145/hour
Civil Designer	$125/hour
Professional Land Surveyor	$195/hour
3-man Survey Crew	$225/hour
2-man Survey Crew	$195/hour
Professional Landscape Architect	$170/hour
Landscape Architect Intern	$110/hour
CAD Draftsman	$105/hour
Clerical	$80/hour

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____CONSULTANT'S PROJ. MAN. _____

CURRENT MONTH % COMPLETE: _____ PREV. MONTH % COMPLETE: _____

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

_____

_____

_____

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED		_____
SUBCONSULTANTS PAID IN FULL		_____
CONTRACTED COMPLETION DATE:	March 24, 2026	_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? _____ YES _____ NO
*If yes, send an electronic copy to the Project engineer

COMMENTS:

_____

_____

_____

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

_____ _____

CONSULTANT DATE CITY PROJECT ENGINEER DATE

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER

(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
	N/A	
	SUB-TOTAL	
	5% Administrative Fee	
	TOTAL	

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
ADA grades, elevations and layout	OWNER	90% review, 100% complete	2	Article 2.6
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.

Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 6	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project Engineer	100% complete.	1	Attachment 4
Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4

Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in US Survey feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD83(2011) datum for horizontal control and NAVD88 (based upon latest Geoid) for vertical control. Since these surveys originate and terminate at points with datum adjusted Alabama State Plane Coordinates, all computed coordinates shall be datum adjusted NAD83(2011) Alabama State Plane Coordinates, U.S. Survey Foot, East Zone.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

OTHER DOCUMENTS

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping."

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME:_____
(Utility Name)

PROJECT NAME: _____ PROJECT NUMBER:_____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE_____PHONE:_____

I have reviewed design drawings or other information as available, and:

DO _____ DO NOT _____

have facilities that will require relocation. If relocation is required, a construction duration of _____ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY:_____

NAME OF UTILITY:_____

NAME OF UTILITY: _____

OTHER: _____

COMMENTS: _____

BY: _____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: _____ PHONE: _____
OFFICE CONTACT PERSON: _____ PHONE:_____

DATE:_____

ATTACHMENT 11

CONSTRUCTION PLANS FOR

PROJECT NAME

PROJECT INFORMATION

FOR THE

CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

(PROJECT NO. XXXXXXXXX)

SAMPLE STANDARD DRAWING FORMAT

HUNTSVILLE

The Star of Alabama

INDEX OF DRAWINGS

SHEET NO. TITLE

INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE, OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.

LOCATION MAP HERE

PROJECT LOCATION

TITLE SHEET

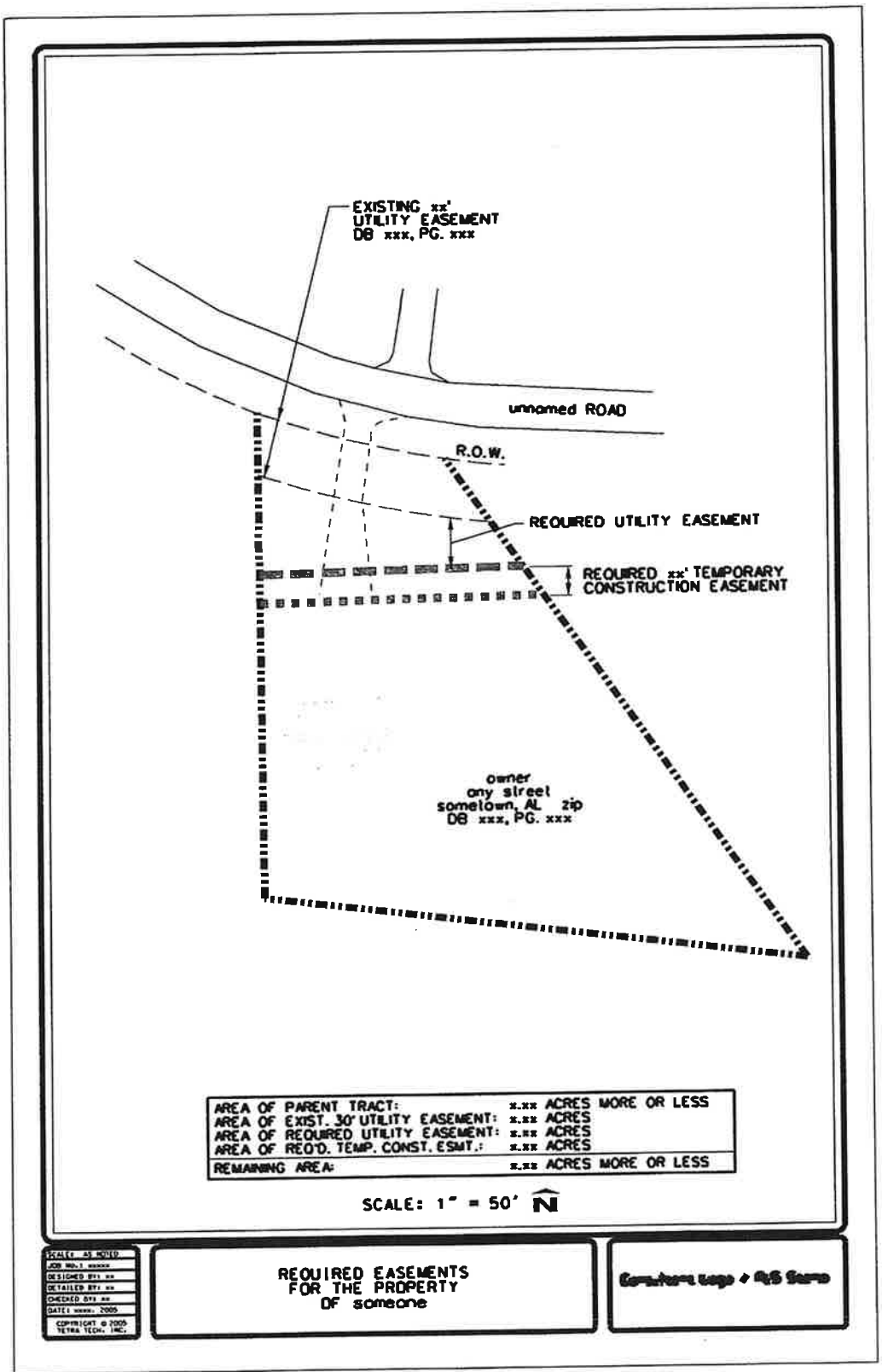
PROJECT NAME AND INFORMATION

CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

SPACE RESERVED FOR "AS" DATA, LOGO, PLS NUMBER, ETC.

ATTACHMENT 12
SAMPLE



...\easementtemplate_V7.dgn 3/17/2006 12:11:14 PM

ATTACHMENT 13

United States National Map Accuracy Standards

With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:

1. ***Horizontal accuracy.*** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*

2. ***Vertical accuracy,*** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*

3. ***The accuracy of any map may be tested*** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*

4. ***Published maps meeting these accuracy requirements*** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*

5. ***Published maps whose errors exceed those aforestated*** *shall omit from their legends all mention of standard accuracy.*

6. ***When a published map is a considerable enlargement*** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*

7. ***To facilitate ready interchange and use of basic information for map construction*** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION
PLAN REQUIREMENTS

DRAWINGS:
Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- ***All Parcels shall be closed shapes (polygons).***
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

Color Standards *(SAMPLE)*

Description	Color	Line Style	Type
Existing ROW	Red	Medium Dashed	
Proposed ROW	Red	Solid	Closed Polygon
Existing Easements	Orange	Medium Dashed	
Proposed Easements	Orange	Solid	Closed Polygon
TCE	Pink	Solid	Closed Polygon

DESCRIPTIONS:

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

GENERAL:

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

ATTACHMENT 15 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology – Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL

37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

ATTACHMENT 16 – REQUIRED DELIVERABLES

Checklist must be submitted at 100% review and with final invoice.

This is a submittal only. **Return this sheet with submittal**

YES	NO		REQUIRED SUBMITTALS TO THE PROJECT ENGINEER
☐	☐	1.	Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the Code of Alabama (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
☐	☐	2.	One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
☐	☐	3.	Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
☐	☐	4.	One (1) Micro station digital file of right-of-way drawings.
☐	☐	5.	Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
☐	☐	6.	One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
☐	☐	7.	One (1) print copy of Final Construction Cost Estimate.
☐	☐	8.	One (1) digital spread sheet file of Final Construction Cost Estimate.
☐	☐	9.	Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
☐	☐	10.	One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
☐	☐	11.	Two (2) print sets of contract specifications.
☐	☐	12.	One (1) digital text file of contract specifications.
☐	☐	13.	One (1) complete set of signed and sealed calculations.
☐	☐	14.	One (1) complete set of permits for COH signature and Engineer's submittal to include but not limited to USACE, ADEM NPDES NOI, ETC. This package will also include CBMPP, ALDOT Maintenance, ROW and utility permit Applications for ALDOT Funded Projects as required.
☐	☐	15.	One (1) complete set of all field notes.
☐	☐	16.	One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
☐	☐	17.	Utility Project Notification forms and a list of all utilities that need to be contacted.

_____ Engineer

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-84

Department: General Services

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Change Order No.3 and Final between the City of Huntsville and Pearce Construction Company, Inc. for the construction services of the HPD Crime Scene Investigation Building and Warehouse.

Resolution No.

Finance Information:

Account Number: 4017-14-00000-522019-00000000

City Cost Amount: -$106,251.39

Total Cost: $9,702,558.30

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 815 Wheeler Avenue
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Negative Change Order #3 and Final includes: Credit for BDA system; install bumpers in warehouse; shower valve; grab bars at showers; additional sidewalk concrete; install TV outlet with power in lobby and add V/D drops in storage 104; switching for chemical exhaust hood in fume exhaust; increase in material cost on CMR 9R1; install mini split at warehouse electrical E200 (Add 21 days); chain link fence and gate modifications; install sod on disturbed areas along the east property line; crane warning signs for fence gates; relocate camera on warehouse and add a keypad to north entry door (Add 30 days); Heratherm Protocol oven; artwork package

for rooms; added electrical outlets to fume exhaust 113 (Add 5 days); provide monitoring of the pre-action fire protection control panels by the fire alarm system; cent tube for Heratherm Advanced Protocal Oven; additional cameras in warehouse and additional painting; change out flush valves to sloan regal (Add 21 days); install beach pebbles under drains in court yard; provide crane sign with different orientation on Fiber Street; provide ventless hood for fume exhaust; add 4 card readers to interior doors and revise camera in warehouse; credits for unused allowances. Contract includes 151 additional days.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6438

Department: General Services

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Change Order No.3 and Final between the City of Huntsville and Pearce Construction Company, Inc. for the construction services of the HPD Crime Scene Investigation Building and Warehouse.

Resolution No.

Finance Information:

Account Number: 4017-14-00000-522019-00000000

City Cost Amount: -$106,251.39

Total Cost: $9,702,558.30

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 815 Wheeler Avenue
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Negative Change Order #3 and Final includes: Credit for BDA system; install bumpers in warehouse; shower valve; grab bars at showers; additional sidewalk concrete; install TV outlet with power in lobby and add V/D drops in storage 104; switching for chemical exhaust hood in fume exhaust; increase in material cost on CMR 9R1; install mini split at warehouse electrical E200 (Add 21 days); chain link fence and gate modifications; install sod on disturbed areas along the east property line; crane warning signs for fence gates; relocate camera on warehouse and add a keypad to north entry door (Add 30 days); Heratherm Protocol oven; artwork package

for rooms; added electrical outlets to fume exhaust 113 (Add 5 days); provide monitoring of the pre-action fire protection control panels by the fire alarm system; cent tube for Heratherm Advanced Protocal Oven; additional cameras in warehouse and additional painting; change out flush valves to sloan regal (Add 21 days); install beach pebbles under drains in court yard; provide crane sign with different orientation on Fiber Street; provide ventless hood for fume exhaust; add 4 card readers to interior doors and revise camera in warehouse; credits for unused allowances. Contract includes 151 additional days.

RESOLUTION NO. 26-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Pearce Construction Company, Inc. for Construction Services for the Huntsville Crime Scene Investigation Building and Warehouse, located at 815 Wheeler Avenue, Huntsville, Alabama, approved and executed by the City of Huntsville, Huntsville, Alabama on the 25th day of April 2024, be and the same is hereby amended as is reflected on Change Order No. 3 and Final attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be hereby is amended from NINE MILLION EIGHT HUNDRED EIGHT THOUSAND EIGHT HUNDRED NINE DOLLARS AND 69/100s ($9,808,809.69), to NINE MILLION SEVEN HUNDRED TWO THOUSAND FIVE HUNDRED FIFTY EIGHT DOLLARS AND 30/100s ($9,702,558.30) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to including this Change Order No. 3 and Final in the amount of Negative ONE HUNDRED SIX THOUSAND TWO HUNDRED FIFTY ONE DOLLARS AND 39/100s (-$106,251.39), said Change Order is substantially in word and figures as attached hereto and identified as "Change Order No. 3 and Final to the contract between the City of Huntsville and Pearce Construction Company, Inc. for Construction Services for the Huntsville Crime Scene Investigation Building and Warehouse consisting of thirty (30) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

"EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 03 and Final

DATE: 01/06/2026 PROJECT: Crime Scene Investigation Building and Warehouse

TO: Pearce Construction Company, Inc.

(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to

FURNISH the necessary labor, materials and equipment to CMR's #11, #16 thru #22, #24R1, #25R1, #26 thru #30, #33 thru #37, #38R1, #39 thru #42
(Description of work to be done or changes to be made)

TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions).

For this Change $ -106,251.39	$
ORIGINAL CONTRACT PRICE	$ $9,671,162.00
Net total previous Change Orders	$ $137,647.69
Previous revised Contract Price	$ $9,808.809.69
This Change Order No. 03 ADD (DEDUCT)	$ $-106,251.39
Revised Contract Price this date	$ $9,702,558.30

Extension of time resulting from this Change Order 151 (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of Contractor.

This contract modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any father claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

Fidelity & Deposit Company of Maryland
(Company)
By Claudia C. McCoy (MMA)
(Authorized Representative)

CONTRACTING PARTIES

Pearce Construction Compan, INc.
(Contractor)
By
(Authorized Representative)

RECOMMENDED

By
(Design Engineer or Architect)

By
(COH Facilities Project Manager)

By
(Director of General Services)

CITY OF HUNTSVILLE, ALABAMA

By
(Its Mayor)

By
(President of City Council)

Date January 22, 2026

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Claudia C. MCCOY, Frederick M. LANIER, Teresa GREENWELL, Steven D. MCCURRY, Blake STEPHENSON, Lisa D. ROSSETTI, Lauren MCMICKEN, Craig HERR, Patricia MIDDLETON, Mary RAINOSEK, C. Scott BOYETT of Huntsville, Alabama,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 30th day of September, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 30th day of September, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of January, 2026.

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

HUNTSVILLE
The Star of Alabama

Pearce Construction Change Order No. 3 Summary

12/30/2025

Project 2021-46 HPD CSI Building & Warehouse

Project Manager O'Neil

Type	Date	Account		Comments	Qty	Unit	x	Unit Cost	Amount
Revision	05/09/25	204	Change Order No. 3	CMR 11 - Credit for BDA system.	1	LS	x	-$ 59,600.00	($ 59,600.00)
Revision	07/15/25	204	Change Order No. 3	CMR 16 - Install 4" x 4" Bumpers in Warehouse	1	LS	x	$ 1,618.50	$ 1,618.50
Revision	07/15/25	204	Change Order No. 3	CMR 17 - Shower Valve	1	LS	x	$ 2,962.00	$ 2,962.00
Revision	07/15/25	204	Change Order No. 3	CMR 18 - Grab bars at showers	1	LS	x	$ 545.00	$ 545.00
Revision	08/01/25	204	Change Order No. 3	CMR 19 - Additional Sidewalk Concrete	1	LS	x	$ 301.00	$ 301.00
Revision	09/08/25	204	Change Order No. 3	CMR 20 - Install TV Outlet with Power in Lobby 100 & add V/D drops in Storage 104 as discussed at last OAC meeting.	1	LS	x	$ 7,130.66	$ 7,130.66
Revision	09/08/25	204	Change Order No. 3	CMR 21 - Switching for Chemical Exhaust Hood in Fume Exhaust 113	1	LS	x	$ 1,027.59	$ 1,027.59
Revision	09/08/25	204	Change Order No. 3	CMR 22 - Increase in Material Cost on CMR 9R1 (TAXES?) on FF&E Items purchased by GC - PENDING	1	LS	x	$ 438.90	$ 438.90
Revision	09/26/25	204	Change Order No. 3	CMR 24R1 - ASI #4 - Install mini split at Warehouse Electrical E200. Add 21 Days	1	LS	x	$ 20,718.63	$ 20,718.63
Revision	10/10/25	204	Change Order No. 3	CMR 25R1 - ASI #5 Chain Link Fence and Gate Modifications - Revised with Concrete Extent.	1	LS	x	$ 24,875.49	$ 24,875.49
Revision	10/09/25	204	Change Order No. 3	CMR 26 - Install sod on disturbed areas along the east property line.	1	LS	x	$ 1,996.15	$ 1,996.15
Revision	10/16/25	204	Change Order No. 3	CMR 27 - Crane Warning Signs for Fence Gates.	1	LS	x	$ 769.07	$ 769.07
Revision	11/06/25	204	Change Order No. 3	CMR 28 - Relocate Camera on Warehouse and Add a Keypad to North Entry Door - Add 30 Days.	1	LS	x	$ 15,716.94	$ 15,716.94
Revision	10/21/25	204	Change Order No. 3	CMR 29 - Heratherm Protocol Oven	1	LS	x	$ 5,117.63	$ 5,117.63
Revision	11/06/25	204	Change Order No. 3	CMR 30 - Artwork Package for Rooms.	1	LS	x	$ 13,115.69	$ 13,115.69
Revision	11/12/25	204	Change Order No. 3	CMR 33 - Added electrical outlets to Fume Exhaust 113 - Add 5 days	1	LS	x	$ 5,226.77	$ 5,226.77
Revision	12/30/25	204	Change Order No. 3	CMR 34 - Provide monitoring of the pre-action fire protection control panels by the fire alarm system.	1	LS	x	$ 3,829.95	$ 3,829.95

Pearce Construction Change Order No. 3 Summary

12/30/2025

Project 2021-46 HPD CSI Building & Warehouse

Project Manager O'Neil

Type	Date	Account		Comments	Qty	Unit	x	Unit Cost	Amount
Revision	11/14/25	204	Change Order No. 3	CMR 35 - Vent Tube for Heratherm Advanced Protocol Oven.	1	LS	x	$ 881.08	$ 881.08
Revision	12/29/25	204	Change Order No. 3	CMR 36 - Additional Cameras in Warehouse and Additional Painting.	1	CY	x	$ 27,223.11	$ 27,223.11
Revision	11/14/25	204	Change Order No. 3	CMR 37 - Change out flush valves to Sloan Regal - Add 21 Days.	1	LS	x	$ 4,663.35	$ 4,663.35
Revision	12/08/25	204	Change Order No. 3	CMR 38R1 - Install Beach Pebbles under drains in Court Yard. Relocate Stones from outside West Gate.	1	LS	x	$ 552.97	$ 552.97
Revision	11/20/25	204	Change Order No. 3	CMR 39 - Provide crane sign with different orientation on Fiber Street gate per e-mail request 11/14/2025.	1	LS	x	$ 368.02	$ 368.02
Revision	12/08/25	204	Change Order No. 3	CMR 40 - Provide ventless hood for Fume Exhaust per 11/18/2025 email.	1	LS	x	$ 50,720.13	$ 50,720.13
Revision	12/29/25	204	Change Order No. 3	CMR 41 - Add 4 Card Readers to Interior Doors and revise Camera in Warehouse.	1	LS	x	$ 54,483.98	$ 54,483.98
Revision	12/29/25	204	Change Order No. 3	CMR 42 - Credits for Unused Allowances.	1	LS	x	-$290,934.00	($ 290,934.00)

Total	2021-46	HPD CSI Building & Warehouse	Total Change Order No. 3 and Final	($ 106,251.39)

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE:	4/18/2025	**CMR NUMBER:**	11
PROJECT:	COH HPD CSI Building and Warehouse		
OWNER:	CITY OF HUNTSVILLE		
ARCHITECT:	Nola VanPeursem Architects, PC		
CONTRACTOR:	PEARCE CONSTRUCTION COMPANY, INC.		

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Credit for the BDA System if not required by code.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): -$59,600.00
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0

☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT Not Applicable

3. **SUBMITTED BY:**
   - A. CONTRACTOR Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Contractor
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- [X] VALUE ENGINEERING OR COST REDUCTION
- [ ] CHANGES IN PROJECT SCOPE OF WORK
- [ ] OWNER REQUESTED UPGRADE
- [ ] UNFORESEEN CONDITIONS
- [ ] TECHNICAL COORDINATION

6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**

- [X] MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
- [ ] CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
- [ ] EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
- [ ] CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
- [ ] CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
- [ ] CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS)

*****THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.*****

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 6/19/2025 **CMR NUMBER:** 16

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Install 4"x4" "bumpers" at the rear of new pallet racks being installed in the warehouse building. This is included at nine (9) location for pallet racks located against the liner panels.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $1,618.50
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 2
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Contractor
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:
   - ____ VALUE ENGINEERING OR COST REDUCTION
   - ____ CHANGES IN PROJECT SCOPE OF WORK
   - X OWNER REQUESTED UPGRADE
   - ____ UNFORESEEN CONDITIONS
   - ____ TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**
   - X MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   - ____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   - ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
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   - ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 7 9 2025 **CMR NUMBER:** 17

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Change Acorn shower valve from right hand to left hand in 116A-May be 6 to 8 week lead time. Also includes providing Bobrick B-5191 shower seats per 7/2 email. Existing valve and shower seats will be turned over to the owner.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $2,962.00
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): TBD
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR: Bruce Mullin
   - B. ARCHITECT:

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Contractor
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- X CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**

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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR:
   - B. CoH PROJECT MANAGER:
   - C. DEPARTMENT HEAD (CUSTOMER):
   - D. CoH FACILITIES PROJ MANAGER:
   - E. DEPARTMENT HEAD (GS):

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 7.15.2025 CMR NUMBER: 18

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Change grab bars at the two showers from those noted in addendum #3 furnished with the shower valves-Provide one 52" and one 12" grab bar at each shower. Lead time on the 52" grab bars is four to six weeks.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN) $545.00
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION) TBD

☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. **SUBMITTED BY:**
   - A. CONTRACTOR Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Contractor
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- X CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**

- A. CoH ESTIMATOR
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- D. CoH FACILITIES PROJ MANAGER
- E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE:	7/18/2025	**CMR NUMBER:**	19
PROJECT:	COH HPD CSI Building and Warehouse		
OWNER:	CITY OF HUNTSVILLE		
ARCHITECT:	Nola VanPeursem Architects, PC		
CONTRACTOR:	PEARCE CONSTRUCTION COMPANY, INC.		

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Revised sidewalk layout relocated/reconfigured to miss the existing utility pole and guy wires.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $301.00
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR — Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Contractor
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- _____ VALUE ENGINEERING OR COST REDUCTION
- _____ CHANGES IN PROJECT SCOPE OF WORK
- _____ OWNER REQUESTED UPGRADE
- _____ UNFORESEEN CONDITIONS
- X TECHNICAL COORDINATION

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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR
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   - C. DEPARTMENT HEAD (CUSTOMER)
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 8/25/2025 **CMR NUMBER:** 20

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Install TV outlet with power in Lobby 100, and add V/D drops in Storage 104 as discussed at last OAC meeting.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $7,130.66
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- X CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 8/29/2025 **CMR NUMBER:** 21

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Provide switching for Chemical Exhaust Hood in Fume Exhaust 113

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $1,027.59
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Designer
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- ____ CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- X TECHNICAL COORDINATION

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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**

- A. CoH ESTIMATOR
- B. CoH PROJECT MANAGER
- C. DEPARTMENT HEAD (CUSTOMER)
- D. CoH FACILITIES PROJ MANAGER
- E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 8/29/2025 **CMR NUMBER:** 22

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Increase of material cost during time of order of warehouse equipment. Tax exemption certificate provided to Uline and partial material incurred sales and use taxes due to being "non permanent" to the building structure.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $438.90
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Contractor
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- _____ VALUE ENGINEERING OR COST REDUCTION
- _____ CHANGES IN PROJECT SCOPE OF WORK
- _____ OWNER REQUESTED UPGRADE
- _____ UNFORESEEN CONDITIONS
- X TECHNICAL COORDINATION

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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR Natasha Wright
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS) Robert Ewilk - JR

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE:	9/12/2025	**CMR NUMBER:**	24R1
PROJECT:	COH HPD CSI Building and Warehouse		
OWNER:	CITY OF HUNTSVILLE		
ARCHITECT:	Nola VanPeursem Architects, PC		
CONTRACTOR:	PEARCE CONSTRUCTION COMPANY, INC.		

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

ASI #4-Install mini split at Warehouse Electrical E200-Includes roofing, HVAC and electrical. No structural modifications included as none shown in the ASI.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $20,718.63
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 21
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR — Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Designer
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**

- A. CoH ESTIMATOR
- B. CoH PROJECT MANAGER
- C. DEPARTMENT HEAD (CUSTOMER)
- D. CoH FACILITIES PROJ MANAGER
- E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 10/2/2025 **CMR NUMBER:** 25 R1

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

ASI #5-Chain link fence and gate modifications-revised with concrete extent per 10/3 email.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $24,875.49
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 24
   - [x] THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR — Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** OWNER
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- X CHANGES IN PROJECT SCOPE OF WORK
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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS)

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 10/6/2025 **CMR NUMBER:** 26

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Install sod at the east property line along Dutch Oil

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $1,996.15
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Contractor
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- X CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**

- X MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
- ____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
- ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
- ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
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- A. CoH ESTIMATOR
- B. CoH PROJECT MANAGER
- C. DEPARTMENT HEAD (CUSTOMER)
- D. CoH FACILITIES PROJ MANAGER
- E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 10/9/2025 **CMR NUMBER:** 27

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Provide crane warning signage at the east and west gates leading to the north parking lot.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $769.07
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- X CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

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- ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**

- A. CoH ESTIMATOR
- B. CoH PROJECT MANAGER
- C. DEPARTMENT HEAD (CUSTOMER)
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- E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 10/23/2025 **CMR NUMBER:** 28

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

ASI #6-Relocate camera and add card access to warehouse door.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $15,716.94
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 30
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:
   - ____ VALUE ENGINEERING OR COST REDUCTION
   - ____ CHANGES IN PROJECT SCOPE OF WORK
   - ____ OWNER REQUESTED UPGRADE
   - ____ UNFORESEEN CONDITIONS
   - X TECHNICAL COORDINATION
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   - A. CoH ESTIMATOR
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   - E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE:	10/17/2025	**CMR NUMBER:**	29
PROJECT:	COH HPD CSI Building and Warehouse		
OWNER:	CITY OF HUNTSVILLE		
ARCHITECT:	Nola VanPeursem Architects, PC		
CONTRACTOR:	PEARCE CONSTRUCTION COMPANY, INC.		

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Provide Heratherm Protocol Oven per 10/9 email. Subject to change if online quote freight rate changes or they do not accept our tax exemption certificate.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $5,117.63
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR — Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- ____ CHANGES IN PROJECT SCOPE OF WORK
- X OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

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- A. CoH ESTIMATOR
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- E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 10/22/2025 **CMR NUMBER:** 30

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Provide building artwork per 10/22 email. CMR based on tax exemption certificate being accepted. If sales taxes are required, they will be added at actual cost. We understand that this artwork can be installed after substantial completion if needed.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $13,115.69
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Architect
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- ____ CHANGES IN PROJECT SCOPE OF WORK
- X OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

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- E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE:	11/6/2025	**CMR NUMBER:**	33
PROJECT:	COH HPD CSI Building and Warehouse		
OWNER:	CITY OF HUNTSVILLE		
ARCHITECT:	Nola VanPeursem Architects, PC		
CONTRACTOR:	PEARCE CONSTRUCTION COMPANY, INC.		

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

ASI #7-Add electrical outlets in Fume Exhaust 113. Pricing does not include any fire alarm to the gates as the owner has indicated that it is not required.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $5,226.77
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 5
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR — Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- X CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**

- A. CoH ESTIMATOR
- B. CoH PROJECT MANAGER
- C. DEPARTMENT HEAD (CUSTOMER)
- D. CoH FACILITIES PROJ MANAGER
- E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE:	11/7/2025	**CMR NUMBER:**	34
PROJECT:	COH HPD CSI Building and Warehouse		
OWNER:	CITY OF HUNTSVILLE		
ARCHITECT:	Nola VanPeursem Architects, PC		
CONTRACTOR:	PEARCE CONSTRUCTION COMPANY, INC.		

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Provide monitoring of the pre-action fire protection control panels by the fire alarm system.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $3,829.95
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR — Bruce Mullin
   - B. ARCHITECT — Frank M

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Architect
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- X CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR — Natasha Dwight
   - B. CoH PROJECT MANAGER — Steve O'Neil
   - C. DEPARTMENT HEAD (CUSTOMER) — Rick Collier
   - D. CoH FACILITIES PROJ MANAGER — Steve O'Neil
   - E. DEPARTMENT HEAD (GS) — Robert Ewilk Jr. <ES>

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE:	11/12/2025	**CMR NUMBER:**	35
PROJECT:	COH HPD CSI Building and Warehouse		
OWNER:	CITY OF HUNTSVILLE		
ARCHITECT:	Nola VanPeursem Architects, PC		
CONTRACTOR:	PEARCE CONSTRUCTION COMPANY, INC.		

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Provide underbench install kit for the Heratherm Advanced Protocol Oven-this will provide the vent tube requested by the HPD.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $881.08
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0

☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. **SUBMITTED BY:**
   - A. CONTRACTOR — Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- X CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 11/20/2025 **CMR NUMBER:** 36

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

ASI #8-painting of sign base ends and addition of cameras at the warehouse. No additional painting of added conduit and boxes at the warehouse included. Note the camera substitution as noted on Stewart Electric's quote.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $27,223.11
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION):
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- X CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**

- X MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
- ____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
- ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
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- ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**

- A. CoH ESTIMATOR
- B. CoH PROJECT MANAGER
- C. DEPARTMENT HEAD (CUSTOMER)
- D. CoH FACILITIES PROJ MANAGER
- E. DEPARTMENT HEAD (GS)

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 11/13/2025 **CMR NUMBER:** 37

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Replace specified flush valves with Sloan Regal auto flush valves per 11/13 email. Includes 6 flush valves.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $4,663.35
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 21
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- X CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 11/26/2025 **CMR NUMBER:** 38R1

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Install Mexican beach pebbles at both area drains in the courtyard noted on the civil punch list. Stone relocated from outside the west gate as discussed on site (Requested to be removed by COH landscape management).

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $552.97
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR Bryce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ___ VALUE ENGINEERING OR COST REDUCTION
- X CHANGES IN PROJECT SCOPE OF WORK
- ___ OWNER REQUESTED UPGRADE
- ___ UNFORESEEN CONDITIONS
- ___ TECHNICAL COORDINATION

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- ___ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**

- A. CoH ESTIMATOR
- B. CoH PROJECT MANAGER
- C. DEPARTMENT HEAD (CUSTOMER) Kirk Lewis
- D. CoH FACILITIES PROJ MANAGER
- E. DEPARTMENT HEAD (GS) Robert Wilk JR. <ES>

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE:	11/17/2025	**CMR NUMBER:**	39
PROJECT:	COH HPD CSI Building and Warehouse		
OWNER:	CITY OF HUNTSVILLE		
ARCHITECT:	Nola VanPeursem Architects, PC		
CONTRACTOR:	PEARCE CONSTRUCTION COMPANY, INC.		

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Provide crane sign with different orientation on Fiber Street gate as requested in 11/14 email.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $368.02
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR — Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- X CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**

- A. CoH ESTIMATOR
- B. CoH PROJECT MANAGER
- C. DEPARTMENT HEAD (CUSTOMER) — Alex Collis
- D. CoH FACILITIES PROJ MANAGER
- E. DEPARTMENT HEAD (GS) — Robert Ewell Jr. (ES)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE:	11/24/2025	**CMR NUMBER:**	40
PROJECT:	COH HPD CSI Building and Warehouse		
OWNER:	CITY OF HUNTSVILLE		
ARCHITECT:	Nola VanPeursem Architects, PC		
CONTRACTOR:	PEARCE CONSTRUCTION COMPANY, INC.		

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Provide ventless hood for Fume Exhaust as outlined in 11/18/256 email

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $50,720.13
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION):
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR — Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- X CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER) — Kirk Lewis
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS) — Robert E. Wilk - JR.

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/9/2025 **CMR NUMBER:** 41

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Add card readers to doors 107.1, 107.2, 123.2, and 124.5. Change locksets at these doors to 8895 mortise locks. Revised cameras as outlined on the attached quote from Stewart Electric. Revised (credit) pricing from Gallery Services on the revised artwork (less scope).

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $54,483.98
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 48
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
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- ____ TECHNICAL COORDINATION

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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS.**
   - A. CoH ESTIMATOR
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/29/2025 **CMR NUMBER:** 42

PROJECT: COH HPD CSI Building and Warehouse

OWNER: CITY OF HUNTSVILLE

ARCHITECT: Nola VanPeursem Architects, PC

CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Credit unused allowances. 2,959 CY was used of the unsuitable soils allowance. No other allowances were used.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): -$290,934.00
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR Bruce Mullin
   - B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Contractor
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- X VALUE ENGINEERING OR COST REDUCTION
- _____ CHANGES IN PROJECT SCOPE OF WORK
- _____ OWNER REQUESTED UPGRADE
- _____ UNFORESEEN CONDITIONS
- _____ TECHNICAL COORDINATION

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   - _____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.
7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR Natasha Wright
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS)

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305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-85

Department: General Services

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 4 and Final between the City of Huntsville and Chorba Contracting Corporation for the Construction Services of Martin Road Recreation Center.

Resolution No.

Finance Information:

Account Number: 4017-14-00000-522021-00000000

City Cost Amount: -$171,027.48

Total Cost: $7,550,933.59

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 150 Martin Road SW
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments:
Negative Change Order No. 4 and Final includes wall pads for north and south walls in both gyms; credits for unused allowances.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6442

Department: General Services

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 4 and Final between the City of Huntsville and Chorba Contracting Corporation for the Construction Services of Martin Road Recreation Center.

Resolution No.

Finance Information:

Account Number: 4017-14-00000-522021-00000000

City Cost Amount: -$171,027.48

Total Cost: $7,550,933.59

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 150 Martin Road SW
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments:
Negative Change Order No. 4 and Final includes wall pads for north and south walls in both gyms; credits for unused allowances.

RESOLUTION NO. 26-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Chorba Contracting Corporation for Construction Services for the Martin Road Recreation Center, Huntsville, Alabama, approved and executed by the City of Huntsville, Huntsville, Alabama on the 10th day of July 2025, be and the same is hereby amended as is reflected on Change Order No. 4 and Final attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be hereby is amended from SEVEN MILLION SEVEN HUNDRED TWENTY ONE THOUSAND NINE HUNDRED SIXTY ONE DOLLARS AND 43/100s ($7,721,961.43), to SEVEN MILLION FIVE HUNDRED FIFTY THOUSAND NINE HUNDRED THIRTY THREE DOLLARS AND 59/100s ($7,550,933.59) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to including this Change Order No. 4 and Final in the amount of Negative ONE HUNDRED SEVENTY ONE THOUSAND TWENTY SEVEN DOLLARS AND 48/100s (-$171,027.48), said Change Order is substantially in word and figures as attached hereto and identified as "Change Order No. 4 and Final to the contract between the City of Huntsville and Chorba Contracting Corporation, for Construction Services for the Martin Road Recreation Center consisting of six (6) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

(Exhibit B)

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 4 and Final

DATE: 1/6/2025

PROJECT: Martin Rd. Rec Center

TO: Chorba Contracting Corporation

(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to

FURNISH the necessary labor, materials and equipment to

Martin Road Recreation Center CMR 16 & 17

(Description of work to be done or changes to be made)

TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions).

For this Change $ (171,027.84)		($ 171,027.84)
ORIGINAL CONTRACT PRICE	$	$7,497,058.00
Net total previous Change Orders	$	$224,903.43
Previous revised Contract Price	$	$7,721,961.43
This Change Order No. 4 ADD (DEDUCT)	$	($171,027.48)
Revised Contract Price this date	$	$7,550,933.59

Extension of time resulting from this Change Order 0 (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of City of Huntsville.

This contract modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any father claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

Fidelity & Deposit Company of Maryland

(Company)

By _____

(Authorized Representative)

RECOMMENDED

By _____

(Design Engineer or Architect)

By _____

(COH Facilities Project Manager)

By _____

(COH Director of General Services)

CONTRACTING PARTIES

Chorba Contracting Corporation

(Contractor)

By _____

(Authorized Representative)

CITY OF HUNTSVILLE, ALABAMA

By _____

(Its Mayor)

By _____

(President of City Council)

Date _____

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Charles E. CARPER, IV, Kimberly A. SPENCE, James A. GUNN, Sabrina DONALDSON, George W. THOMPSON, III, Hannah TOMBERLIN, Robbie D. DUNCAN of Montgomery, Alabama,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of October, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 10th day of October, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of January, 2026.

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Change Order No. 4 Summary

1/7/2026

Project 2022-54 Martin Recreation Center

Project Manager O'Neil

Type	Date	Account		Comments	Qty	Unit	x	Unit Cost	Amount
Revision									
Revision	01/05/26	205	Change Order No. 4	CMR 16 - Wall Pads for North and South Walls in both Gyms.					$ 8,715.00
Revision	01/07/26	205	Change Order No. 4	CMR 17 - Credits for Unused Allowances					($ 179,742.84)
Subtotal	Revision								($ 171,027.84)
Total	2022-54	Martin Recreation Center						Total Change Order No. 4	($ 171,027.84)

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 1/5/2025 **CMR NUMBER:** 16

PROJECT: MARTIN ROAD RECREATION CENTER

OWNER: CITY OF HUNTSVILLE

ARCHITECT: WILLIAM BOEHME & ASSOCIATES

CONTRACTOR: Chorba Contracting Corporation

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Wall Pads at North and South Walls in both gyms

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $8,715.00
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR Kory Love
   B. ARCHITECT Wilhelm Boehme

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:

   _____ VALUE ENGINEERING OR COST REDUCTION
   __X__ CHANGES IN PROJECT SCOPE OF WORK
   _____ OWNER REQUESTED UPGRADE
   _____ UNFORESEEN CONDITIONS
   _____ TECHNICAL COORDINATION

6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**

   __X__ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   _____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   _____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   _____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
   _____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
   _____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   A. CoH ESTIMATOR Natasha Wright
   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS) Ed Ewilk - JR. <ES>

*****THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.*****

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 1/5/2025 **CMR NUMBER:** 17

PROJECT: MARTIN ROAD RECREATION CENTER

OWNER: CITY OF HUNTSVILLE

ARCHITECT: WILLIAM BOEHME & ASSOCIATES

CONTRACTOR: Chorba Contracting Corporation

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Credit back on allowances

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): ($179,742.84)
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR
   B. ARCHITECT

Kory Love

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** Contractor
5. **OWNER'S CLASSIFICATION:**
   CONTRACT MODIFICATION DUE TO:
   - X VALUE ENGINEERING OR COST REDUCTION
   - _____ CHANGES IN PROJECT SCOPE OF WORK
   - _____ OWNER REQUESTED UPGRADE
   - _____ UNFORESEEN CONDITIONS
   - _____ TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**
   - X MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   - _____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   - _____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   - _____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
   - _____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
   - _____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.
7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   A. CoH ESTIMATOR
   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS)

*****THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.*****

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-86

Department: ITS

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 1 to the Simple Helix Master Services Agreement #25-413 between the City of Huntsville and Simple Helix for adding and set up of cross connect fiber (165WPL) from MMR to The City of Huntsville Rack in SH165-600.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515460-00000000

City Cost Amount: $200 month

Total Cost: $2,400.00 yearly

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

New monthly cost will now be $7,777.44

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6450

Department: ITS

Subject: **Type of Action:** Approval/Action

Execute Change Order No. I to the Simple Helix Master Services Agreement #25-413 between the City of Huntsville and Simple Helix for adding and set up of cross connect fiber (165WPL) from MMR to The City of Huntsville Rack in SH165-600.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515460-00000000

City Cost Amount: $200 month

Total Cost: $2,400.00 yearly

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

New monthly cost will now be $7,777.44

RESOLUTION NO. 26-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to execute Change Order No. 1 to the Agreement between the City of Huntsville, Alabama and Simple Helix, adopted and approved on the 22nd day of May, 2025, by the City Council of the City of Huntsville, Alabama by Resolution No. 25-413, as attached hereto.

BE IT FURTHER RESOLVED that the agreement is substantially in words and figures similar to that document attached hereto and identified as "Change Order No. 1 to Simple Helix Agreement." consisting of a total of two (2) pages and the date of January 22, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tern of the City Council, and an executed copy of said document being permanently kept on file in the office of City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville,
Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

SIMPLE HELIX

Change Order No. 1

Cross Connect

REF# 8445047-1

City of Huntsville
308 Fountain Circle SW
Huntsville
AL
US
35801

Silk, Randy
randall.silk@huntsvilleal.gov

Simple Helix
165 West Park Loop NW
Huntsville
AL
US
35806

Account Executive: N/A
N/A

Prepared by: Alex Bozarth

Additional Comments:

Quote created: 1/8/2026
Quote expires: 2/7/2026

Products & Services	Description	Recurring Term	Unit Price	Quantity	Price
Cross Connect - Fiber	From MMR to The City of Huntsville Rack in SH165-600.	Monthly	$200.00	1	$200.00
165WPL Cross Connect Setup			$200.00	1	$200.00

Summary	
Non-recurring Total	$200.00
Annual Recurring Total	$0.00
Monthly Recurring Total	$200.00

Comments

City of Huntsville **Change Order**

Statement of Work/Agreement (the "SOW"), which is incorporated by reference into and made a part of the Information Technology Master Services Agreement between SIMPLE HELIX, LLC, an Alabama limited liability company + the CUSTOMERS, the "Parties") (the "Agreement"), as amended from time to time.
Capitalized terms used but not defined herein have the meanings assigned to them under the Agreement 2f

1. Mutual Change Order. [In accordance with Section 1.5 AREAS OUT OF SCOPE of the Agreement, The Parties agree to make the following additions or modifications to, or deductions from, as described in this Change Order.
2. . Successors and Assigns. This Change Order shall inure to the benefit of and be binding on each of the Parties and each of their respective [permitted] successors and [permitted] assigns
3. This Change Order may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. [Delivery of an executed counterpart of this Change Order electronically or by facsimile shall be as effective as delivery of an original signed counterpart of this Change Order.]
4. Entire Agreement. This Change Order, the Agreement and SOW constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter
5. Limited Effect. Except as modified by this and any previously issued Change Order, all other terms and conditions of the Agreement remain in full force and effect. This Change Order is executed by each of the Parties' duly authorized representatives.

ADDENDUMS

Addendum I

Addendum II

Addendum III

Simple Helix LLC
By:
Name: Greg Clements
Title: COO
Date: 1/12/2026

City of Huntsville, Alabama
By:
Name: Tommy Battle
Title: Mayor
Date: 1/22/26

President of the City Council of the City of Huntsville, Alabama
Date:1/22/26

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-87

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke SouthState Bank Letter of Credit No. 17003006376 for Oak Meadow Phase 1 Subdivision.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Oak Meadow Phase 1 Subdivision
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6449

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke SouthState Bank Letter of Credit No. 17003006376 for Oak Meadow Phase 1 Subdivision.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Oak Meadow Phase 1 Subdivision
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 26-_____

WHEREAS, SouthState Bank issued a certain letter of credit (No. 17003006376) a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

WHEREAS, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville City Clerk be and is hereby authorized to present for payment to SouthState Bank Letter of Credit No. 17003006376, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville,
Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of
Huntsville, Alabama

SouthState

Amendment to Standby letter of credit **17003006376**

Beneficiary
City of Huntsville
P.O. Box 308
Huntsville, AL 35801
(hereinafter "City")

Applicant
Breland Homes, LLC
2101 W. Clinton Avenue Ste. 201
Huntsville AL 35805
(hereinafter "Developer")

Bank
SouthState Bank NA
415 Meridian Street
Huntsville, AL 35801

Re: Extend maturity of sidewalk letter of credit 17003006376, Oak Meadow Ph. 1

Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit dated **February 15, 2022,** in your favor for the account of **Breland Homes, LLC.** Effective **February 3, 2025,** the letter of credit maturity date will be extended 12 months to **February 15, 2026,** available by your one or more drafts at sight on us.

Except to the extent expressly provided herein, all other terms and conditions of subject Letter of Credit will remain the same.

The original and the amendment of this letter of credit must be presented with any drawings.

Issued By: SouthState Bank
415 Meridian Street
Huntsville, AL 35801

Brian Shelton, Senior Vice President

Sworn to and subscribed before me on the 3 day of FEBRUARY 2025

Heidi Jo Jonas
NOTARY PUBLIC
ALABAMA STATE AT LARGE
My Comm. Expires February 14, 2028

MW 2-10-25 MM 2/14/25
CM 2-10-25 SE 2/18/25

SouthState

Amendment to Standby letter of credit **17003006376**

Beneficiary	**Applicant**	**Bank**
City of Huntsville P.O. Box 308 Huntsville, AL 35801 (hereinafter "City")	Breland Homes, LLC 2101 W. Clinton Avenue Ste. 201 Huntsville AL 35805 (hereinafter "Developer")	SouthState Bank NA 415 Meridian Street Huntsville, AL 35801

Re: Extend maturity of sidewalk letter of credit 17003006376, Oak Meadow Ph. 1

Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit dated **February 15, 2022,** in your favor for the account of **Breland Homes, LLC.** Effective **January 12, 2024,** the letter of credit maturity date will be extended 12 months to **February 15, 2025,** available by your one or more drafts at sight on us.

Except to the extent expressly provided herein, all other terms and conditions of subject Letter of Credit will remain the same.

The original and the amendment of this letter of credit must be presented with any drawings.

Issued By: SouthState Bank
415 Meridian Street
Huntsville, AL 35801

Brian Shelton, Senior Vice President

Sworn to and subscribed before me on the
day of 2024

Heidi G. Jonas

2-6-24 SE 2/8/24
MW 12-29-24
MM 2/1/24

SouthState

Irrevocable Standby Letter of Credit No. **17003006376**

Beneficiary	**Applicant**	**Bank**
City of Huntsville	Breland Homes, LLC	SouthState Bank NA
P.O. Box 308	2101 West Clinton Avenue	415 Meridian Street
Huntsville, AL 35804	Suite 201	Huntsville, AL 35801
	Huntsville, AL 35805	

Amount: $125,000.00
Issue Date: February 15, 2022
Expiration Date: February 15, 2024

Re: Article 5 Sidewalk, Letter of Credit for Oak Meadow Ph. 1

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit in your favor effective **February 15, 2022**, for a sum not to exceed the aggregate of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND 00/100 ($125,000.00). Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to SouthState Bank, NA in Huntsville, Alabama.

Each draft must be accompanied by a statement signed by an authorized representative of the City of Huntsville, Alabama stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

The original of this letter of credit must be presented with any drawing.

We hereby engage with you that draft(s) drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Brian Shelton, Senior Vice President

MW 2-16-22
TB 2/16/22
MM 2/15/22
CM 2-15-22

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-88

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Attorney to seek a forfeiture of the surety bond issued by Jet Insurance Company.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6447

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Attorney to seek a forfeiture of the surety bond issued by Jet Insurance Company.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

RESOLUTION NO. 26-____

WHEREAS, Jet Insurance Company issued a surety bond in the amount of EIGHT THOUSAND AND 00/100 DOLLARS ($8,000.00) for the payment of liquor and other taxes to a certain taxpayer.

WHEREAS, the Principal failed to pay taxes in the amount of FIVE THOUSAND NINETY-TWO AND 86/100 DOLLARS ($5,092.86) for the taxing period of September 2023, July 2024 through December 2024, and interest through November 2025; and

WHEREAS, the Finance Department has made every possible effort to collect the taxes due from the Principal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the City Attorney's Office is hereby authorized, requested, and directed to seek a forfeiture of the surety bond issued by Jet Insurance Company; and

BE IT FURTHER RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor, upon payment by Jet Insurance Company and in accordance with its bond, is hereby authorized, requested, and directed to execute a release and assignment agreement substantially in words and figures as Attachment "A", an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this 22nd day of January, 2026.

Mayor of the City of
Huntsville, Alabama

ATTACHMENT "A"

KNOW ALL MEN BY THESE PRESENTS that the undersigned, for the sole consideration of FIVE THOUSAND NINETY-TWO AND 86/100 DOLLARS ($5,092.86) to be paid by Jet Insurance Company from the bond of Case No. 414 (Bond Number BX0010307), to the City of Huntsville, Alabama, releases and discharges Jet Insurance Company from the obligation of the bond to the extent of FIVE THOUSAND NINETY-TWO AND 86/100 DOLLARS ($5,092.86) for the taxing period of September 2023, July 2024 through December 2024, and interest through November 2025.

In further consideration of payment of FIVE THOUSAND NINETY-TWO AND 86/100 DOLLARS ($5,092.86) of the above noted bond, the City of Huntsville, Alabama, hereby assigns to Jet Insurance Company any claim the City of Huntsville, Alabama, may have against Case No. 414, for delinquent or deficient taxes or license fees to the extent of the remitted amount of FIVE THOUSAND NINETY-TWO AND 86/100 DOLLARS ($5,092.86) for the taxing period of September 2023, July 2024 through December 2024, and interest through November 2025. The City of Huntsville, Alabama, retains any claim it may have against Case No. 414 for delinquent or deficient taxes or license fees greater than the amount of FIVE THOUSAND NINETY-TWO AND 86/100 DOLLARS ($5,092.86) received from Jet Insurance Company for the taxing period of September 2023, July 2024 through December 2024, and interest through November 2025.

IN WITNESS WHEREOF, the City of Huntsville, Alabama, has caused this document to be executed by its duly sworn officer this the 22nd day of January, 2026.

CITY OF HUNTSVILLE, ALABAMA

BY: _____
Tommy Battle
Its Mayor

ATTEST:

By: _____
Shaundrika Edwards
Its City Clerk

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-89

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution consenting to the Assignment or Transfer of Control of City cable franchisee Knology of Huntsville, Inc., from WideOpenWest Inc. to Bandit MidCo, Inc.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6414

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution consenting to the Assignment or Transfer of Control of City cable franchisee Knology of Huntsville, Inc., from WideOpenWest Inc. to Bandit MidCo, Inc.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 26 - _____

WHEREAS, Knology of Huntsville, Inc. a Delaware corporation authorized to do business in the State of Alabama ("Knology"), and its predecessor(s)-in-interest have installed and operated a cable system in the public rights-of-way of the City of Huntsville, Alabama ("City"), and provided cable service to City residents and businesses pursuant to a franchise granted by the City by Ordinance 86-21, adopted January 23, 1986, embodied in a franchise agreement between the City and Knology's predecessors-in-interest, dated March 7, 1986, and extended by Ordinance 08-278, adopted March 27, 2008; and

WHEREAS, Knology has applied to the City for a renewal of its cable franchise to use the public rights-of-way in the corporate limits of the City in order to construct, operate, and/or maintain a cable system to provide cable service to subscribers in the City within its franchise area; and

WHEREAS, while the cable renewal has been pending, Knology has continued to operate its cable system to provide cable service to subscribers in the City within its franchise area; and

WHEREAS, on or about September 22, 2025, the City of Huntsville, Alabama, received an FCC Form 394, Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise, and accompanying exhibits ("Transfer Application"), seeking the City's consent to the transfer of control of Knology that would result from a transaction between WideOpenWest Inc., Knology's current ultimate corporate parent, and Bandit MidCo, Inc.(the "Transaction"); and

WHEREAS, as a result of the Transaction, WideOpenWest, Inc., will become a subsidiary of Bandit MidCo, Inc., and thus Bandit MidCo, Inc., will become the new ultimate parent of Knology, but Knology will continue to hold its cable franchise with the City , and operate pursuant to its terms; and

WHEREAS, Knology has agreed to extend the time period within which the City has to consider and act upon the Transfer Application until and including January 22, 2026; and

WHEREAS, the City and Knology have agreed on the terms of a renewal cable franchise agreement; and

WHEREAS, the City Council is scheduled to consider adoption of an ordinance granting Knology a renewal cable franchise at its January 22, 2026, meeting; and

WHEREAS, after due consideration the City Council of the City of Huntsville, Alabama is desirous of giving its consent to the Transfer Application.

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

1. That the City of Huntsville, Alabama, as franchise authority, hereby consents to the transfer of control of Knology from WideOpenWest, Inc., to Bandit MidCo, Inc., subject to the following conditions:

a. Knology accepts and agrees to abide by the terms of the *Cable Franchise Agreement between the City of Huntsville, Alabama, and Knology of Huntsville, Inc.* to be entered into by and

between the City and Knology ("Franchise Agreement") and referred to and approved in City Ordinance 26-37, adopted January 22, 2026;

b. Knology executes and delivers an executed version of the Franchise Agreement to the City on or before January 20, 2026; and

c. The Transaction shall be consummated on substantially the terms set forth in the Transfer Application.

2. That the Mayor of the City of Huntsville, Alabama, is hereby authorized and directed, for and on behalf of the City of Huntsville, to execute any and all documents as may be necessary to effectuate the foregoing consent. The City Clerk is authorized to attest thereto.

ADOPTED this 22nd day of January, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-90

Department: Parks and Recreation

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and The Arts Council, Inc. d/b/a Arts Huntsville for the event "Panoply Arts Festival".

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: Big Spring Park, 200 Church St. SW Huntsville AL 35801
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/29/2026 **File ID:** TMP-6478

Department: Parks and Recreation

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and The Arts Council, Inc. d/b/a Arts Huntsville for the event "Panoply Arts Festival".

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: Big Spring Park, 200 Church St. SW Huntsville AL 35801
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:

RESOLUTION NO. 26-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, is hereby authorized to enter into a Facility Use Agreement between the City of Huntsville and The Arts Council, Inc. dba Arts Huntsville, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Facility Use Agreement between the City of Huntsville and The Arts Council, Inc. dba Arts Huntsville" consisting of six (6) pages and the date of January 22, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of
Huntsville, Alabama

FACILITY USE AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND THE ARTS COUNCIL, INC. d/b/a
ARTS HUNTSVILLE FOR THE
PANOPLY ARTS FESTIVAL

STATE OF ALABAMA

MADISON COUNTY

FACILITY USE AGREEMENT

This lease agreement is made and entered into on the 22nd day of January, 2026, by and between the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "Licensor," and The Arts Council, Inc. d/b/a Arts Huntsville an Alabama nonprofit corporation, hereinafter referred to as "Licensee."

Licensor hereby grants a license unto Licensee for that period beginning at 6:00 o'clock a.m. on Sunday April 19, 2026, through and including 5:00 o'clock p.m. on Monday, April 27, 2026; for that period beginning at 6:00 o'clock a.m. on Sunday, April 18, 2027, through and including 5:00 o'clock p.m. on Monday, April 26, 2027; and for that period beginning at 6:00 o'clock a.m. on Saturday, April 23, 2028, through and including 5:00 o'clock p.m. on the Monday, May 1, 2028, those premises owned by Licensor which are depicted generally on the map attached hereto as Exhibit "A," hereinafter referred to as "Licensed Premises" (and being a portion of Big Spring Park and other properties located at 200 Church Street, Huntsville, AL 35801) which is made a part of this lease agreement as if fully set out herein. Licensor and Licensee acknowledge and agree that site conditions may require adjustments to the boundaries of the Licensed Premises from year to year during the period of this lease. Such lease is according to the following terms and conditions:

1. Licensee agrees to produce an arts festival event denominated as "Panoply Arts Festival" ("Panoply") on the Licensed Premises during the period of the lease.

2. Licensee shall be permitted to erect a fence around the perimeter of the Licensed Premises provided **NO** holes are drilled in any existing concrete, asphalt, brick or other impervious surface and further provided that the fence is not anchored in concrete or any other permanent material. Licensee understands and agrees that the actual fence location, as depicted on Exhibit "A" may be modified as directed by Licensor to provide for traffic and pedestrian safety. Licensee agrees that no fencing shall be erected prior to Monday of the week during which Panoply occurs each year. Except as provided in this paragraph, road closings associated with each Panoply covered by this lease shall be governed by the required special events permit issued to Licensee by Licensor prior to each Panoply. It is the intent of the parties to this Agreement that roads to be closed in connection with Panoply shall remain open as long as is reasonably practicable preceding the event. Road closings for Panoply 2026, 2027, and 2028 shall be as approved by the Huntsville Police Department for the Special Event Permit issued for Panoply for those years.

_____
President of the City Council of
the City of Huntsville, Alabama
Date:_____

3. Licensee agrees to comply with all ordinances, laws, rules, and regulations pertaining to the use of the Licensed Premises and shall not use the premises in an unlawful manner. The Licensee shall obtain all licenses and permits and pay all fees necessary or required to hold events and sell food, beverages and other concessions on the Licensed Premises.

4. Licensee shall be permitted to sell alcoholic beverages on the Licensed Premises. Prices charged for alcoholic beverages shall remain fixed for the duration of Panoply. Licensee agrees to prevent any person from bringing alcoholic beverages into the Licensed premises, except as provided hereinabove. Licensee agrees to prevent any person from leaving the Licensed premises while in possession of any alcoholic beverage. Licensee further agrees to post signs at each access way into the Licensed premises informing patrons or visitors that (1) access will be denied to any person who attempts to bring alcoholic beverages into the Licensed Premises, and (2) that no alcoholic beverages will be allowed to be removed from the Licensed Premises.

5. Licensee shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless Licensor, its officials, officers, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages arising out of the use or occupancy of the Licensed Premises by Licensee (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). Licensee's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of the indemnitees. Licensee's duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this section 5 shall be construed as a waiver of any immunity or statutory protection of the City of Huntsville, Alabama, and no third party may expand any recovery against the City due to the Licensee's duty of indemnification.

6. Licensor agrees not to issue any licenses or permits to any entity other than the Licensee for the use of the public rights-of-way in the Central City area for those dates covered by this agreement. Licensee shall have the right to control access to the Licensed Premises during each Panoply covered by this agreement in accordance with established festival policy, including, but not limited to, prohibiting access for pets, bicycles, electric scooters, skateboards, rollerblades, portable radios, cassette or compact disc players, weapons, and prohibiting distribution of literature and sales of any food, beverage or product by individuals or groups not authorized by Licensee.

7. Licensee agrees to pay all cost associated with clean-up of trash and garbage within the Licensed Premises.

8. Licensee shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with the following minimum limits:

$1,000,000 Per Occurrence Limit
$1,000,000 Personal and Advertising Injury
$1,000,000 Products/Completed Operations

$2,000,000 General Aggregate Limit

Such insurance shall be written on an occurrence basis and shall specifically insure Licensee against all liability assumed by it hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, agents, contractors and specified volunteers shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents, contractors or specified volunteers except it shall be limited in the case of the indemnitee or indemnitees' sole negligence. Coverage under the Licensee policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Huntsville coverage is noncontributory except in the event of the sole negligence of the additional insured(s). Licensee shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage prior to the commencement of any use of the facilities. However, failure of The City to procure the Certificate of Insurance does not waive any insurance provisions. The Certificate Holder section shall read as follows:

City of Huntsville, AL its officers, employees, agents, contractors and specified volunteers
Attn: City Attorney
P.O. Box 308
Huntsville, AL 35804

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to Licensee entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

9. No later than February 15th of each year covered under this agreement, Licensee shall provide to Licensor a final site plan for that year's Panoply and shall conduct a coordination meeting with area businesses and appropriate departments of Licensor to address issues related to Panoply. Licensee shall provide the City Council with an event status report not less than two (2) weeks prior to the event.

10. The parties agree that nothing in this agreement shall be construed to invalidate pre-existing arrangements for in-kind assistance rendered by various City of Huntsville Departments and Divisions, including, but not limited to, the Police Department and the Divisions of Landscape Management, Recreation Services, Facilities, Parking and Transit.

11. Licensor reserves the right to terminate this Lease, for any reason by way of a resolution adopted by the City Council, not later than thirty (30) days following the conclusion of any Panoply event.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have hereunto entered into this agreement on the day first above written.

LICENSOR:

CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By:_____
Shaundrika Edwards
Its: City Clerk

LICENSEE:

THE ARTS COUNCIL, INC. d/b/a
ARTS HUNTSVILLE

By:_____
Its: President

By:_____

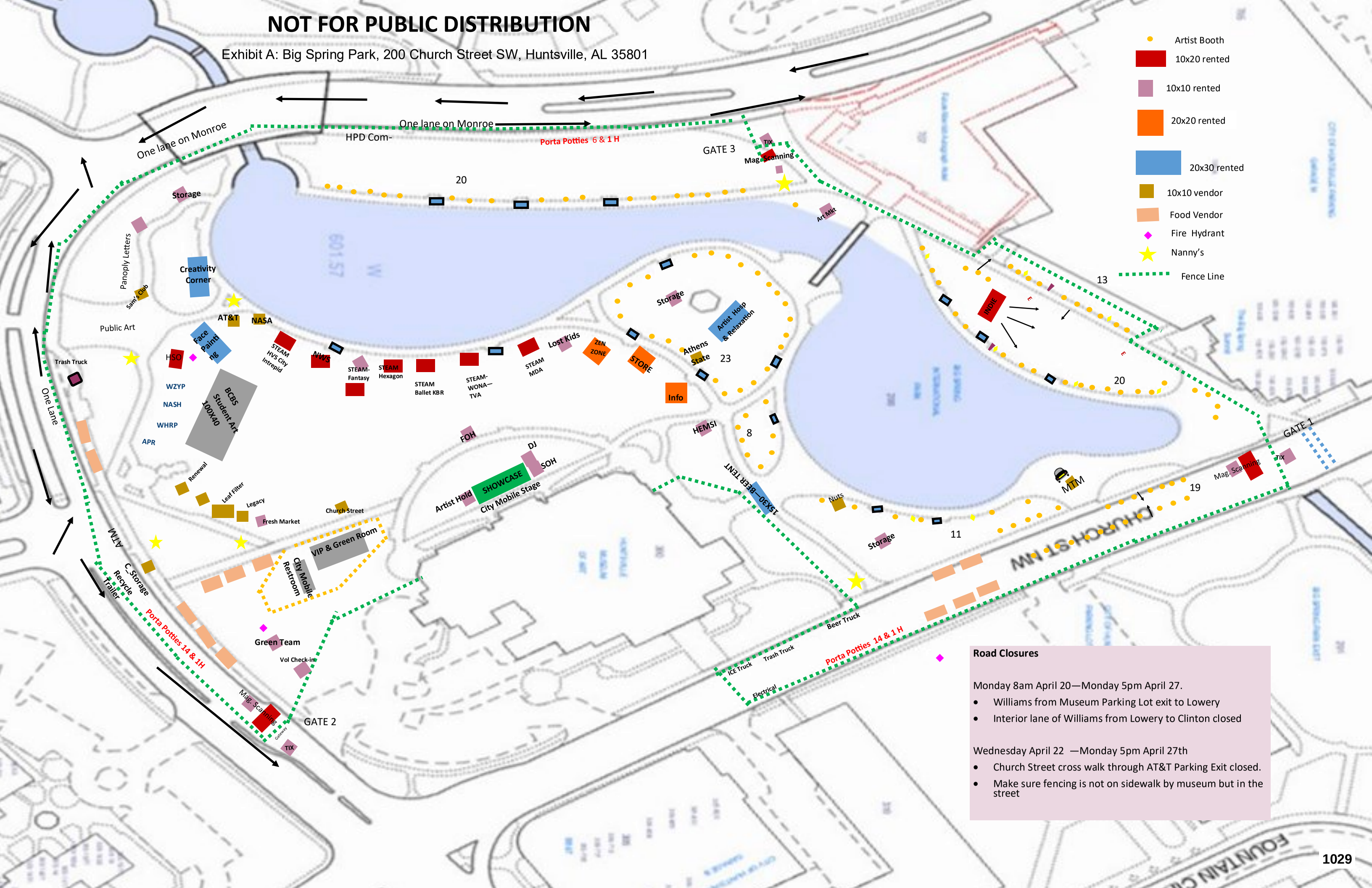
Its: Executive Director

ATTEST:

By:_____

NOT FOR PUBLIC DISTRIBUTION

Exhibit A: Big Spring Park, 200 Church Street SW, Huntsville, AL 35801



Road Closures

Monday 8am April 20—Monday 5pm April 27.

- Williams from Museum Parking Lot exit to Lowery
- Interior lane of Williams from Lowery to Clinton closed

Wednesday April 22 —Monday 5pm April 27th

- Church Street cross walk through AT&T Parking Exit closed.
- Make sure fencing is not on sidewalk by museum but in the street

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-91

Department: Planning

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to sign a plat entitled “Delaney Subdivision”.

Resolution No.

Does this item need to be published? **No**

If yes, please list preferred date(s) of publication: _____N/A_____

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: N/A

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6484

Department: Planning

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to sign a plat entitled “Delaney Subdivision”.

Resolution No.

Does this item need to be published? **No**

If yes, please list preferred date(s) of publication: _____N/A_____

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: N/A

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 26 -

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to sign the plat entitled:

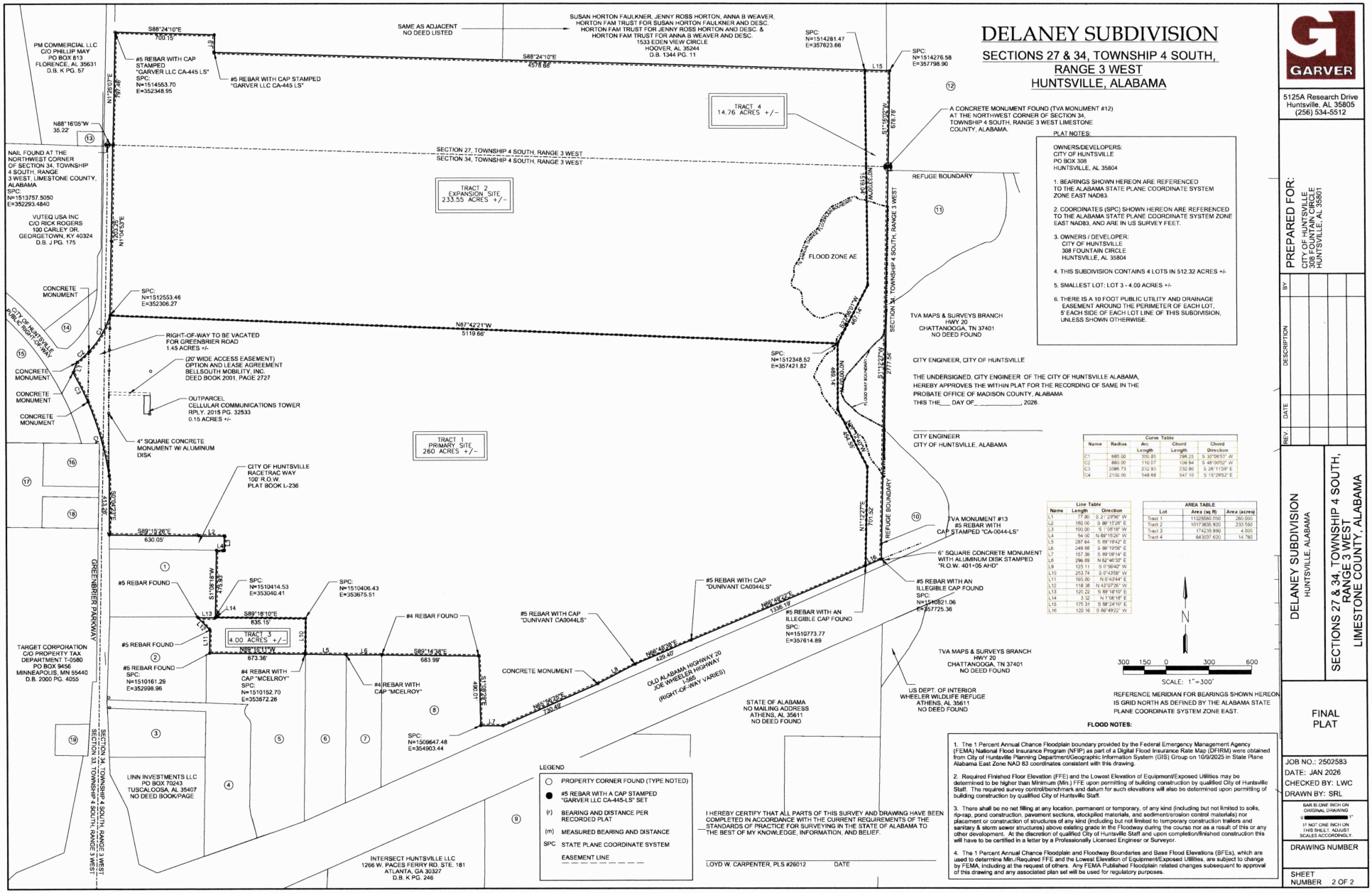
"Delaney Subdivision".

ADOPTED this the 22nd day of January, 2026.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

Mayor of the City of Huntsville,
Alabama


DELANEY SUBDIVISION
SECTIONS 27 & 34, TOWNSHIP 4 SOUTH, RANGE 3 WEST
HUNTSVILLE, ALABAMA
PREPARED FOR:
CITY OF HUNTSVILLE
308 FOUNTAIN CIRCLE
HUNTSVILLE, AL 35801
GARVER
5125A Research Drive
Huntsville, AL 35805
(256) 534-5512
FINAL PLAT
JOB NO.: 2502583
DATE: JAN 2026
CHECKED BY: LWC
DRAWN BY: SRL
DRAWING NUMBER
SHEET NUMBER 2 OF 2
PM COMMERCIAL LLC
C/O PHILLIP MAY
PO BOX 813
FLORENCE, AL 35631
D.B. K PG. 57
VUTEQ USA INC
C/O RICK ROGERS
100 CARLEY DR.
GEORGETOWN, KY 40324
D.B. J PG. 175
NAIL FOUND AT THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA
SPC: N=1513757.5050 E=352293.4840
SUSAN HORTON FAULKNER, JENNY ROSS HORTON, ANNA B WEAVER, HORTON FAM TRUST FOR SUSAN HORTON FAULKNER AND DESC. HORTON FAM TRUST FOR JENNY ROSS HORTON AND DESC. & HORTON FAM TRUST FOR ANNA B WEAVER AND DESC.
1533 EDEN VIEW CIRCLE
HOOVER, AL 35244
D.B. 1344 PG. 11
SAME AS ADJACENT NO DEED LISTED
TRACT 1 PRIMARY SITE 260 ACRES +/-
TRACT 2 EXPANSION SITE 233.55 ACRES +/-
TRACT 3 4.00 ACRES +/-
TRACT 4 14.76 ACRES +/-
SECTION 27, TOWNSHIP 4 SOUTH, RANGE 3 WEST
SECTION 34, TOWNSHIP 4 SOUTH, RANGE 3 WEST
REFUGE BOUNDARY
FLOOD ZONE AE
FLOOD WAY BOUNDARY
RIGHT-OF-WAY TO BE VACATED FOR GREENBRIER ROAD 1.45 ACRES +/-
(20' WIDE ACCESS EASEMENT) OPTION AND LEASE AGREEMENT BELLSOUTH MOBILITY, INC. DEED BOOK 2001, PAGE 2727
OUTPARCEL CELLULAR COMMUNICATIONS TOWER RPLY. 2018 PG. 32533 0.15 ACRES +/-
4" SQUARE CONCRETE MONUMENT W/ ALUMINUM DISK
CITY OF HUNTSVILLE RACETRAC WAY 100' R.O.W. PLAT BOOK L-236
GREENBRIER PARKWAY
TARGET CORPORATION C/O PROPERTY TAX DEPARTMENT T-0580 PO BOX 9456 MINNEAPOLIS, MN 55440 D.B. 2000 PG. 4055
LINN INVESTMENTS LLC PO BOX 70243 TUSCALOOSA, AL 35407 NO DEED BOOK/PAGE
INTERSECT HUNTSVILLE LLC 1266 W. PACES FERRY RD. STE. 181 ATLANTA, GA 30327 D.B. K PG. 246
TVA MAPS & SURVEYS BRANCH HWY 20 CHATTANOOGA, TN 37401 NO DEED FOUND
TVA MONUMENT #13 #5 REBAR WITH CAP STAMPED "CA-0044-LS"
6" SQUARE CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "R.O.W. 401+05 AHD"
#5 REBAR WITH AN ILLEGIBLE CAP FOUND SPC: N=1510821.06 E=357725.36
#5 REBAR WITH AN ILLEGIBLE CAP FOUND SPC: N=1510773.77 E=357614.89
#5 REBAR WITH CAP "DUNIVANT CA0044LS"
OLD ALABAMA HIGHWAY 20 JOE WHEELER HIGHWAY 1565 (RIGHT-OF-WAY VARIES)
STATE OF ALABAMA NO MAILING ADDRESS ATHENS, AL 35611 NO DEED FOUND
US DEPT. OF INTERIOR WHEELER WILDLIFE REFUGE ATHENS, AL 35611 NO DEED FOUND
A CONCRETE MONUMENT FOUND (TVA MONUMENT #12) AT THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA.
PLAT NOTES:
OWNERS/DEVELOPERS:
CITY OF HUNTSVILLE
PO BOX 308
HUNTSVILLE, AL 35804
1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM ZONE EAST NAD83.
2. COORDINATES (SPC) SHOWN HEREON ARE REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM ZONE EAST NAD83, AND ARE IN US SURVEY FEET.
3. OWNERS / DEVELOPER:
CITY OF HUNTSVILLE
308 FOUNTAIN CIRCLE
HUNTSVILLE, AL 35804
4. THIS SUBDIVISION CONTAINS 4 LOTS IN 512.32 ACRES +/-
5. SMALLEST LOT: LOT 3 - 4.00 ACRES +/-
6. THERE IS A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT AROUND THE PERIMETER OF EACH LOT; 5' EACH SIDE OF EACH LOT LINE OF THIS SUBDIVISION, UNLESS SHOWN OTHERWISE.
CITY ENGINEER, CITY OF HUNTSVILLE
THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF HUNTSVILLE ALABAMA, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA THIS THE___ DAY OF_____, 2026.
CITY ENGINEER
CITY OF HUNTSVILLE, ALABAMA
Curve Table
Name | Radius | Arc Length | Chord Length | Chord Direction
C1 | 680.00 | 300.85 | 298.25 | S 30°06'57" W
C2 | 680.00 | 110.07 | 109.94 | S 48°30'02" W
C3 | 2086.73 | 232.80 | 232.80 | S 26°11'29" E
C4 | 2100.00 | 548.66 | 547.10 | S 15°29'52" E
Line Table
Name | Length | Direction
L1 | 77.80 | S 21°29'56" W
L2 | 180.00 | S 86°15'26" E
L3 | 100.00 | S 1°08'18" W
L4 | 54.00 | N 89°15'26" W
L5 | 287.64 | S 89°19'42" E
L6 | 249.68 | S 86°19'56" E
L7 | 157.39 | S 89°09'14" E
L8 | 296.69 | N 62°46'30" E
L9 | 125.11 | S 0°56'42" W
L10 | 253.74 | S 0°43'58" W
L11 | 165.00 | N 0°43'44" E
L12 | 118.38 | N 43°07'26" W
L13 | 120.22 | S 89°18'10" E
L14 | 3.32 | N 1°08'18" E
L15 | 175.31 | S 88°24'10" E
L16 | 120.16 | S 64°49'22" W
AREA TABLE
Lot | Area (sq ft) | Area (acres)
Tract 1 | 11325580.090 | 260.000
Tract 2 | 10173635.920 | 233.550
Tract 3 | 174239.880 | 4.000
Tract 4 | 643037.620 | 14.760
SCALE: 1"=300'
REFERENCE MERIDIAN FOR BEARINGS SHOWN HEREON IS GRID NORTH AS DEFINED BY THE ALABAMA STATE PLANE COORDINATE SYSTEM ZONE EAST.
FLOOD NOTES:
1. The 1 Percent Annual Chance Floodplain boundary provided by the Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) as part of a Digital Flood Insurance Rate Map (DFIRM) were obtained from City of Huntsville Planning Department/Geographic Information System (GIS) Group on 10/9/2025 in State Plane Alabama East Zone NAD 83 coordinates consistent with this drawing.
2. Required Finished Floor Elevation (FFE) and the Lowest Elevation of Equipment/Exposed Utilities may be determined to be higher than Minimum (Min.) FFE upon permitting of building construction by qualified City of Huntsville Staff. The required survey control/benchmark and datum for such elevations will also be determined upon permitting of building construction by qualified City of Huntsville Staff.
3. There shall be no net filling at any location, permanent or temporary, of any kind (including but not limited to soils, rip-rap, pond construction, pavement sections, stockpiled materials, and sediment/erosion control materials) nor placement or construction of structures of any kind (including but not limited to temporary construction trailers and sanitary & storm sewer structures) above existing grade in the Floodway during the course nor as a result of this or any other development. At the discretion of qualified City of Huntsville Staff and upon completion/finished construction this will have to be certified in a letter by a Professionally Licensed Engineer or Surveyor.
4. The 1 Percent Annual Chance Floodplain and Floodway Boundaries and Base Flood Elevations (BFEs), which are used to determine Min./Required FFE and the Lowest Elevation of Equipment/Exposed Utilities, are subject to change by FEMA, including at the request of others. Any FEMA Published Floodplain related changes subsequent to approval of this drawing and any associated plan set will be used for regulatory purposes.
LEGEND
PROPERTY CORNER FOUND (TYPE NOTED)
#5 REBAR WITH A CAP STAMPED "GARVER LLC CA-445-LS" SET
(r) BEARING AND DISTANCE PER RECORDED PLAT
(m) MEASURED BEARING AND DISTANCE
SPC STATE PLANE COORDINATE SYSTEM
EASEMENT LINE
I HEREBY CERTIFY 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.
LOYD W. CARPENTER, PLS #26012 DATE
DELANEY SUBDIVISION
HUNTSVILLE, ALABAMA
SECTIONS 27 & 34, TOWNSHIP 4 SOUTH, RANGE 3 WEST
LIMESTONE COUNTY, ALABAMA
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
REV | DATE | DESCRIPTION | BY

1034

DELANEY SUBDIVISION

SECTIONS 27 & 34, TOWNSHIP 4 SOUTH, RANGE 3 WEST HUNTSVILLE, ALABAMA

STATE OF ALABAMA
LIMESTONE COUNTY

Surveyor & Owner(s) Certificate:

I, Loyd W. Carpenter, the undersigned surveyor (hereinafter "Surveyor"), do hereby certify that I am a licensed land surveyor and licensed in Huntsville, Alabama, and that I have surveyed the lands embraced in the within plat or map designated as Delaney Subdivision in Sections 27 & 34, Township 4 South, Range 3 West all lying within Limestone County, Alabama.

It is further certified that said plat or map is a true plat or map of lands embraced therein, giving the length and bearings of the boundaries of each block and lot and block number; showing the streets, alleys, and public grounds; giving the bearings, length, width and name of each street; showing the relation of the lands to Delaney Subdivision; and that monuments shown hereon shall be installed at all lot corners and curve points prior to final inspection by the City Engineer of the City of Huntsville, Alabama.

I also certify 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.

We/I, the undersigned owner(s) of all or any portion of the lands embraced in/by this plat (hereinafter "Owner(s)" hereby join in this certificate as required by law for the purpose of giving full force and effect to the platting of said lands embraced in said plat as contemplated and required by law.

In witness whereof, said undersigned Surveyor, and Owner(s), have caused these presents to be duly executed and hereunto set our hand and affix our seals as of the ____ day of _____, 2026, which date is the last date upon which the signatory last to execute the same shall affix his/her/its signature, and which date is intended by the signatory parties as the effective date hereof.

Surveyor:

_____
Loyd W. Carpenter, Surveyor
Alabama License No. 26012

Owner(s):
City of Huntsville, Alabama,
an Alabama municipal corporation

By: _____
Name: Tommy Battle
Its: Mayor

ATTEST:

By: _____
Name: Shaundrika Edwards
Its: City Clerk

STATE OF ALABAMA }
COUNTY OF MADISON }

I, the undersigned Notary Public in and for said County and State, hereby certify that Loyd W. Carpenter, whose name is signed to the foregoing ***Surveyor & Owner(s) Certificate*** and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing ***certificate***, he/she executed the same voluntarily as of the day the same bears date.

GIVEN under my hand and official seal on this the ___ day of _____, 2026.

Notary Public
State of Alabama
County of Madison

My Commission Expires:
_____

STATE OF ALABAMA }
COUNTY OF MADISON }

I, the undersigned Notary Public in and for said County and State, hereby certify that Tommy Battle and Shaundrika Edwards, whose name as Mayor and City Clerk, respectively, of the City of Huntsville, an Alabama municipal corporation are signed to the foregoing ***Surveyor & Owner(s) Certificate*** and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing ***certificate***, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Huntsville, as of the day the same bears date.

GIVEN under my hand and official seal on this the __ day of _____, 2026.

Notary Public
State of Alabama
County of Madison

My Commission Expires:
_____

CITY OF HUNTSVILLE TRAFFIC ENGINEER

THE UNDERSIGNED, AS TRAFFIC ENGINEER OF THE CITY OF HUNTSVILLE OR HIS DULY AUTHORIZED REPRESENTATIVE, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA THIS THE___ DAY OF_____, 2026.

_____ _____
TRAFFIC ENGINEER DATE
CITY OF HUNTSVILLE, ALABAMA

CERTIFICATE OF APPROVAL BY LIMESTONE COUNTY WATER & SEWER AUTHORITY

THE UNDERSIGNED, AS A DULY AUTHORIZED REPRESENTATIVE OF THE LIMESTONE COUNTY WATER & SEWER AUTHORITY CERTIFIES THE WITHIN SITE PLAN HAS BEEN REVIEWED AND IS APPROVED.

THIS THE ____DAY OF _____ 2026.

LIMESTONE COUNTY WATER & SEWER AUTHORITY

PLANNING COMMISSION

THE WITHIN PLAT OF DELANEY SUBDIVISION IS HEREBY APPROVED BY THE PLANNING COMMISSION FOR THE CITY OF HUNTSVILLE, ALABAMA, FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, THIS THE __ DAY OF _____, 2026.

THE RECORDING MUST BE ACCOMPLISHED BY THE ___ DAY OF _____, 2026.

IF THE PLAT IS NOT RECORDED BY THIS DATE, THE APPROVAL OF THE PLAT BY THE PLANNING COMMISSION SHALL BE DEEMED TO HAVE EXPIRED.

PLANNING COMMISSION FOR THE
CITY OF HUNTSVILLE, ALABAMA

BY_____
TITLE_____

HUNTSVILLE UTILITIES

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF HUNTSVILLE UTILITIES OF THE CITY OF HUNTSVILLE, ALABAMA, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA THIS THE __ DAY OF _____, 2026

_____
NAME AND TITLE
HUNTSVILLE UTILITIES

CERTIFICATE OF APPROVAL BY THE NORTH ALABAMA GAS DISTRICT

THE UNDERSIGNED, AS AUTHORIZED BY THE NORTH ALABAMA GAS DISTRICT, HEREBY APPROVED THE WITHIN PLAT FOR THE RECORDING OF SAME IN THEPROBATE OFFICE OF LIMESTONE COUNTY, ALABAMA, THIS THE ____ DAY OF _____, 2026.

_____
NORTH ALABAMA GAS DISTRICT

FLOOD HAZARD CERTIFICATE

I, LOYD W. CARPENTER, THE LAND SURVEYOR OF RECORD, CERTIFY THAT THE SUBDIVISION SHOWN HEREON LIES WITHIN THE FLOOD HAZARD AREA ZONE X AND ZONE AE AS SHOWN ON THE FEDERAL INSURANCE ADMINISTRATION'S FLOOD INSURANCE RATE MAPS FOR HUNTSVILLE, ALABAMA.

FIRM PANEL: 01083C0312G & 01083C0314G
DATED: AUGUST, 16, 2018

NO FIELD SURVEY WAS PERFORMED TO DETERMINE THESE ZONES.

_____ _____
LOYD W. CARPENTER, PLS #26012 DATE

ATHENS UTILITIES

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF ATHENS UTILITIES, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF LIMESTONE COUNTY, ALABAMA, THIS THE _____ DAY OF _____, 2026.

_____ _____
DATE NAME AND TITLE

NOTE:

1. THE CITY OF ATHENS UTILITIES ELECTRIC DEPARTMENT WILL PROVIDE SERVICE ACCORDING TO ITS STANDARD SERVICES AND REGULATION.
2. THE COST FOR THE RELOCATION OR MODIFICATIONS OF ANY ATHENS UTILITIES FACILITIES REQUIRED DUE TO THIS PROJECT MUST BE PAID BY THE DEVELOPER/ PROPERTY OWNER.

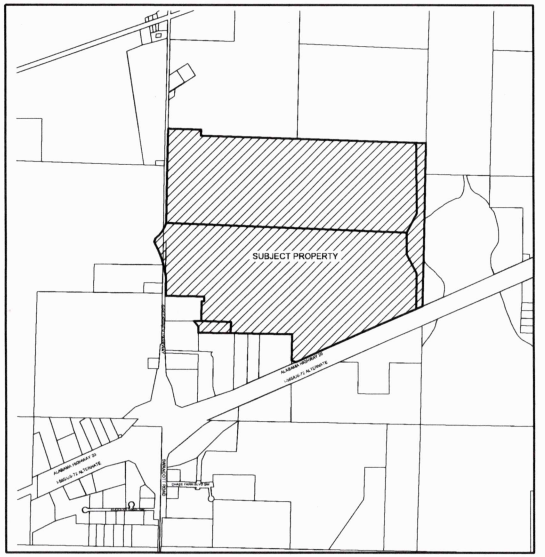
STATE OF ALABAMA
LIMESTONE COUNTY

PROBATE JUDGE

I, _____, JUDGE OF PROBATE OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT THE WITHIN AND FOREGOING INSTRUMENT OF WRITING WAS FILED FOR RECORD IN THIS OFFICE ON THE ____ DAY OF _____, 2026 AT _____ O'CLOCK AND DULY RECORDED AS PLAT BOOK _____, PAGE _____.

_____
JUDGE OF PROBATE

VICINITY MAP



(NOT TO SCALE)

ADJACENT OWNER TABLE

1	RACETRAC INC	200 GALLERIA PKWY SE STE. 900 ATLANTA, GA 30339	D.B. K PG. 234
2	AVERITT PROPERTIES INC	PO BOX 3166 COOKEVILLE, TN 38501	D.B. 391 PG. 61
3	MOMDAD HOLDING LLC	309 ATWATER DR. MADISON, AL 35756	D.B. L PG. 41
4	PINE HILL LLC	PO BOX 640 MT. STERLING, KY 40353	D.B. L PG. 41
5	AVERITT PROPERTIES INC	PO BOX 3166 COOKEVILLE, TN 38502	D.B. H PG. 94
6	NEXTRAN CORPORATION	1986 W. BEAVER ST. JACKSONVILLE, FL 32209	D.B. 173 PG. 5
7	TOMMY C FITZGERALD & MILLARD V OAKLEY FAMILY TRUST	1225 LIVINGSTON HWY BYRDSTOWN, TN 38549	D.B. 160 PG. 81
8	TOMMY C FITZGERALD & MILLARD V OAKLEY FAMILY TRUST	1225 LIVINGSTON HWY BYRDSTOWN, TN 38549	D.B. 487 PG. 59
9	U.S. DEPT. OF INTERIOR/ WHEELER WILDLIFE REFUGE	WHEELER WILDLIFE REFUGE ATHENS, AL 35611	D.B. NA PG. NA
10	U.S. DEPT. OF INTERIOR/ WHEELER WILDLIFE REFUGE	WHEELER WILDLIFE REFUGE ATHENS, AL 35611	D.B. NA PG. NA
11	U.S. DEPT. OF INTERIOR/ WHEELER WILDLIFE REFUGE	2700 REFUGE HEADQUARTERS RD. DECATUR, AL 35603	D.B. NA PG. NA
12	GREENBRIER ENTERPRISES, JENNY ROSS HORTON, SUSAN H. FAULKNER & ANNA B. WEAVER	PO BOX 127 BELLE MINA, AL 35615	D.B. 2004 PG. 16859
13	JEFF CLARK	28514 CAPSHAW RD HARVEST, AL 35749	D.B. NA PG. NA
14	REDSTONE FEDERAL CREDIT UNION	220 WYNN DR. NW HUNTSVILLE, AL 35893	D.B. J PG. 175
15	POLARIS INDUSTRIES INC ATTN: NICOLE JOHNSON	2100 HWY 55 MEDINA, MN 55340	D.B. H PG. 436
16	GHANSHY & AMIN PATEL, KISHAN & AMIN HIRENKUMAR	309 ATWATER DR. MADISON, AL 35756	D.B. J PG. 445-446
17	GREENBRIER INVESTORS LLC C/O DOUGLAS ENGEL	PO BOX 22030 SANTA BARBARA, CA 93120	D.B. H PG. 214
18	CITY OF HUNTSVILLE	HUNTSVILLE, AL 35801	D.B. H PG. 214
19	STRATEGIC ALLIANCE INVESTMENTS LLC	114 CARLTON WOODS DR MADISON, AL 35756	D.B. 2000 PG. 7465

GARVER

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5125A Research Drive
Huntsville, AL 35805
(256) 534-5512

PREPARED FOR:
CITY OF HUNTSVILLE
308 FOUNTAIN CIRCLE
HUNTSVILLE, AL 35801

REV.	DATE	BY

DELANEY SUBDIVISION
HNUTSVILLE, ALABAMA

SECTIONS 27 & 34, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA

FINAL PLAT

JOB NO.: 2502583
DATE: JAN 2026
CHECKED BY: LWC
DRAWN BY: SRL

BAR IS ONE INCH ON ORIGINAL DRAWING
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER

SHEET NUMBER 1 OF 2

SRLight 1/14/2026 11:08:10 AM
WORKSPACE Garver_2012
\\garvernc.local\data\Projects\2025\Y15-2502583 - Huntsville On-Call Prof Svcs 2025-2026\Survey\2025 Horton Survey\CAD\Layout & Final Plat\FINAL PLAT-2583-Y-BN-PROJECT DELANEY.dgn

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-92

Department: Planning

Subject: **Type of Action:** Approval/Action

Ordinance approving the adoption of new base map sheet 12-16 to be made part of the City of Huntsville, Alabama Official Zoning Maps.

Ordinance No.

Does this item need to be published? **No**

If yes, please list preferred date(s) of publication: _____N/A_____

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6445

Department: Planning

Subject: **Type of Action:** Approval/Action

Ordinance approving the adoption of new base map sheet 12-16 to be made part of the City of Huntsville, Alabama Official Zoning Maps.

Ordinance No.

Does this item need to be published? **No**

If yes, please list preferred date(s) of publication: N/A

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. _____

WHEREAS, the City of Huntsville from time to time must adopt new base maps on which to depict zoning district boundaries; and

WHEREAS, as the result of recent annexations and zonings, it is necessary to add a new base map to the official set of Zoning Maps of the City of Huntsville.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that there is hereby adopted and made part of the official City of Huntsville Zoning Maps a base map sheet bearing the title *City of Huntsville, Alabama Zoning Map* and being identified as map sheet 12-16.

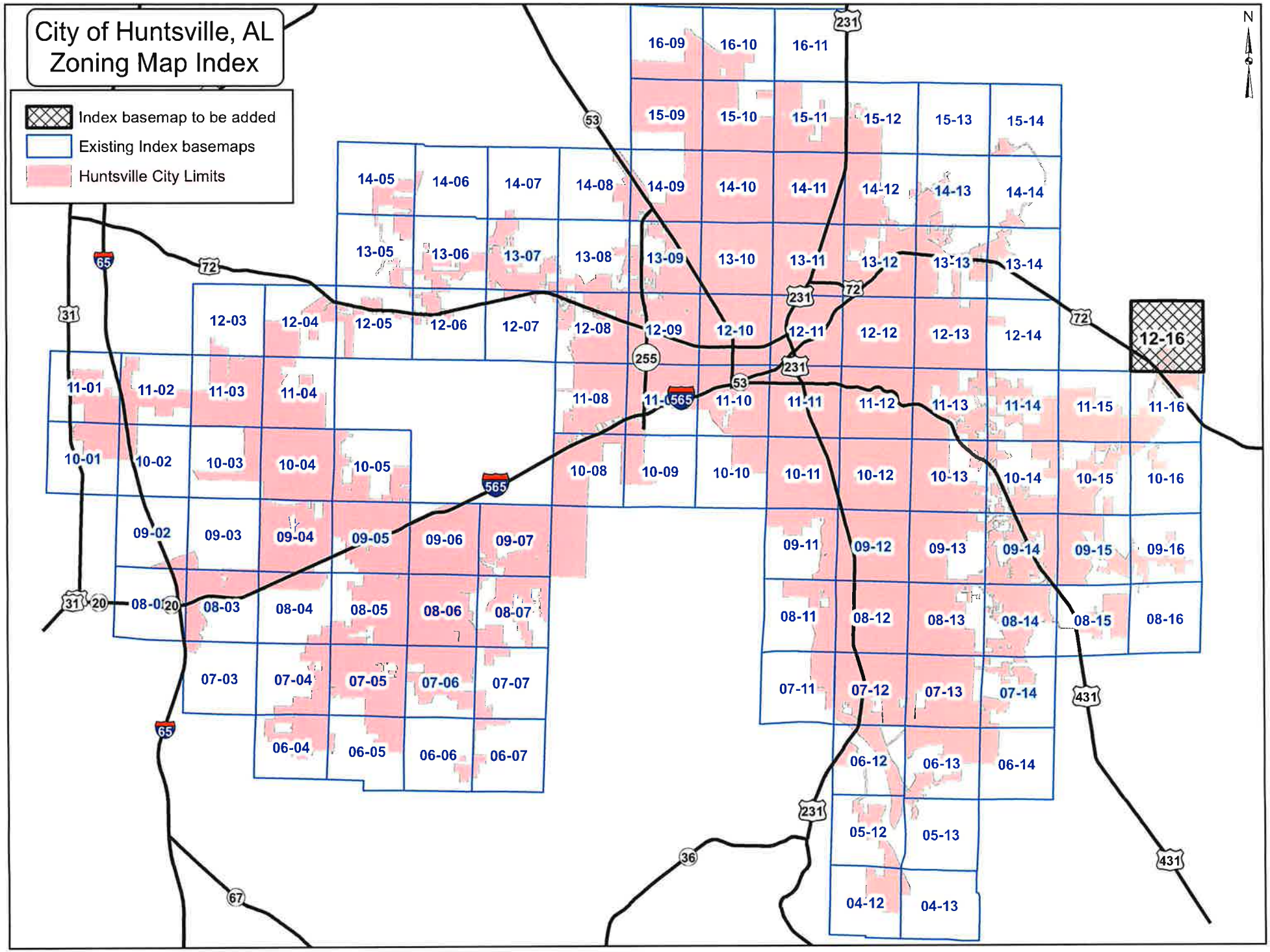
These map sheets shall also show thereon the number of this ordinance and the date of its adoption. These maps shall become an official Zoning Map for the City of Huntsville as of the date of publication of this ordinance.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama.

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama


City of Huntsville, AL
Zoning Map Index
Index basemap to be added
Existing Index basemaps
Huntsville City Limits
N
16-09
16-10
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1041

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-93

Department: Urban Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to provide support to the Von Braun Center for marketing and securing additional live music events and other entertainment events.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

This is to provide the VBC with $50,000 to support securing and marketing future live music events at the VBC that will be produced for a televised audience production.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6483

Department: Urban Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to provide support to the Von Braun Center for marketing and securing additional live music events and other entertainment events.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

This is to provide the VBC with $50,000 to support securing and marketing future live music events at the VBC that will be produced for a televised audience production.

RESOLUTION NO. 26-

WHEREAS, The Von Braun Center Board of Control of the City of Huntsville has and continues to act on behalf of the City to operate and manage the Von Braun Center as a multipurpose facility with the primary objective of promoting and facilitating conferences, exhibitions, theater shows, sporting events, live music performances, and other entertainment events and activities; and

WHEREAS, the City has determined that providing direct support to the Von Braun Center's Board of Control in delivering these cultural opportunities substantially expands and enhances the prosperity, health, contentment, and general welfare of the City and its residents by among other things: (i) promoting, improving, and diversifying the economy; (ii) expanding diverse opportunities within the arts and culture; (iii) expanding the City's Music Office initiatives; (iv) enhancing the City's reputation as a regional and national destination for live music and entertainment; and (v) expanding the overall tax base of the City; and

WHEREAS, the Von Braun Center continues to collaborate and work with the Huntsville Music Office to deliver elevated live music performances, to include nationally televised event opportunities at the Von Braun Center; and

WHEREAS, the Von Braun Center's ability to secure these events results in an increased tax base, expanded cultural opportunities for residents, and results in providing national marketing exposure for Huntsville, Alabama; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be and is hereby authorized to take all actions necessary to transfer funds in the amount of $50,000.00 to the Von Braun Center for supporting its efforts in marketing and securing future elevated live music performances and other entertainment events for the benefit of Huntsville, Alabama and its residents.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville, Alabama

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-94

Department: Police

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Understanding between Auburn University and the City of Huntsville, on behalf of the Huntsville Police Department K-9 Unit, to support detection canine science and technology innovation testing performed by Auburn University's Canine Performance Sciences Program.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6459

Department: Police

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute a Memorandum of Understanding between Auburn University and the City of Huntsville, through its Police Department K-9 Unit, to support detection canine science and technology innovation testing performed by Auburn University's Canine Performance Sciences Program.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 26 - _____

WHEREAS, Auburn University has requested the City of Huntsville, Alabama, by and through its police department, provide support and act as host for Auburn University's study of explosive device detection – canines and their capabilities to detect newly identified explosive materials; and

WHEREAS, Auburn University is home to the Canine Performance Sciences Program, an internationally recognized leader in detection canine sciences and technology innovation; and

WHEREAS, Auburn University chose the Huntsville Police Department (HPD) because it is an internationally accredited law enforcement agency that utilizes modern technology, state-of-the-art equipment and facilities and comprehensive training techniques, and has one of the oldest continuously operational K-9 units in the United States, beginning its operations in 1963; and

WHEREAS, the intent of the attached Memorandum of Understanding is to formalize the working relationship between Auburn University and the City of Huntsville.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and Auburn University, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Memorandum of Understanding Between The Huntsville, Alabama Police Department and Auburn University for Cooperative Effort Supporting a Detection Canine Emerging Threat Testbed" consisting of three (3) pages and the date of January 22, 2026 appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville, Alabama

Memorandum of Understanding

Between

The Huntsville, AL Police Department

And

Auburn University

For

Cooperative Effort Supporting a Detection Canine Emerging Threat Testbed

The purpose of this Memorandum of Understanding (MOU) is to establish a cooperative effort between The Huntsville, AL Police Department (HPD) and Auburn University (AU) to support a *Detection Canine Emerging Threat Test Bed* ("DC-ETTB"). This MOU may be terminated without cause and for the convenience of either party with thirty (30) days prior written notice to the other.

AU is home to the Canine Performance Sciences Program (CPS), an internationally recognized leader in detection canine sciences and technology innovation. AU is contracted by the Department of Homeland Security, Science and Technology Directorate (DHSST) to perform detection canine applied research and development. Through this contract, DHSST has engaged CPS to partner with law enforcement detection canine units to establish DC-ETTBs. The purpose of a DC-ETTB is to provide a context to assess detection canine capabilities to interdict newly identified explosive materials and/or examine methods to enhance detection canine capabilities for interdiction of those materials.

HPD is an internationally accredited law enforcement agency through the "Commission on Accreditation for Law Enforcement (CALEA) that utilizes modern technology, state-of-the-art equipment and comprehensive training techniques. HPDs mission is to serve the community by protecting life, liberty and defending the constitutional rights of all people with compassion, fairness, integrity and professionalism. The HPD K-9 unit is one of the oldest continuously operational K-9 units in the U.S, beginning operations in 1963. The unit has two USPCA certified trainers and the K-9 Range is a certified training facility. The HPD K-9 Unit is a member of USPCA Region 22. The HPD K-9 Unit has trained canine officers and dog teams for over 20 police agencies in recent years.

The HPD K-9 Unit is ideally suited to be the **host** of a DC-ETTB. The HPD K-9 Unit has facilities such as their K-9 Range, kennels, and explosive magazines to support the DC-ETTB. HPD-K9 also has access to several municipal and private venues for operational detection canine assessment and training. The Huntsville location is ideal as a hub for the participation of

detection canine teams from Birmingham, Nashville, Chattanooga and other Tennessee Valley law enforcement organizations. Importantly, Huntsville is home to Redstone Arsenal where the joint FBI/DHS *Terrorist Explosive Device Analysis Center – Improvised Explosive Detection and Synthesis* (TIEDS) facility is located. TIEDS provides subject matter expertise and emerging threat materials for detection canine testing.

CPS is the hub of the *Detection Canine Innovation, Science, Technology and Education* (DCSITE) program that is tasked with supporting DHSST. CPS has significant experience in detection canine sciences, technology innovation and transfer to the operational community and test and evaluation. CPS will conduct assessments of ETTB EDC teams, provide training feedback and coordinate emerging threat testing with DHS.

HPD and CPS shall collaborate on a DC-ETTB to support the homeland security enterprise:

- HPD will serve as a hub location of DC-ETTB activities and shall provide for operationally relevant detection canine testing venues and assist in coordinating logistics for testing events.

- CPS shall plan and execute testing events, coordinate with requisite stakeholders (e.g., DHS, TEDAC-TIEDS) and provide feedback to DC-ETTB participants.

General Commitment of Time and Effort

- Tri-annual (i.e., 3 x year) DC-ETTB testing events of approximately 4-day durations are anticipated.
- TBD emergent threat testing

Warranty Disclaimer

CPS services are provided without warranty of any kind. Auburn University and its employees disclaim any warranties, express or implied, regarding services or timeliness of delivery of those services.

HPD services are provided without warranty of any kind. HPD and its employees disclaim any warranties, express or implied, regarding services or timeliness of delivery of those services.

Limitation of Liability

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date of final signature below:

The CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

ATTEST:

By: Shaundrika Edwards
Title: City Clerk

By: Tommy Battle, Mayor
Title: Mayor

Date Signed: _____

By: Kirk Giles
Title: Chief of Police

AUBURN UNIVERSITY
570 Devall Drive, Suite 102
Auburn, AL 36832

ATTEST:

By: Patrick Reed

Title: Executive Director – IPX

Date Signed: 1/15/26

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-95

Department: Police

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Understanding between Our Rescue and the City of Huntsville, on behalf of the Huntsville Police Department for the donation of a specially trained Electronic Storage Detection canine animal that will help identify and rescue victims of sex trafficking and child sexual abuse.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6460

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute a Memorandum of Understanding between Our Rescue, a 501 (C) (3) and the City of Huntsville, through its Police Department, for the donation of a specially trained Electronic Storage Detection canine animal that will help HPD identify and rescue victims of sex trafficking and child sexual abuse, and prosecute and convict criminal traffickers and abusers.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 26 - _____

WHEREAS, Our Rescue, a 501 (C) (3) not-for-profit organization with the mission of partnering with law enforcement to identify and rescue victims of sex trafficking and child sexual abuse and prosecute and convict criminal traffickers and abusers, has selected the City of Huntsville, Alabama, by and through its police department, to be the recipient of a specially trained canine animal, referred to as an ESD K- 9 (Electronic Storage Detection canine animal) to assist the Huntsville Police Department; and

WHEREAS, the Huntsville Police Department has a unit of police officers specially trained in investigations of human trafficking and internet crimes against children, identified by the acronym S.T.R.I.K.E. (Special Taskforce for Investigating Kid Exploitation), that will be able to use the donated canine animal to help with investigations, provide support to survivors and educate the public on how to identify and report human trafficking; and

WHEREAS, the intent of the attached Memorandum of Understanding is to formalize the working relationship between Our Rescue and the City of Huntsville.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and Our Rescue, a 501 (C) (3) not-for profit organization, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Memorandum of Understanding Between Our Rescue and The City of Huntsville, Alabama" consisting of four (4) pages and the date of January 22, 2026 appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville, Alabama

MEMORANDUM OF UNDERSTANDING

Between

Our Rescue

And

The City of Huntsville, Alabama

WHEREAS, the City of Huntsville, Alabama, by and through its police department, ("Receiving Agency"), and Our Rescue (collectively "Parties" and each individually a "Party") have mutual goals and have come together to collaborate on strategies, investigations, and technical assistance to rescue children and others from human trafficking; and

WHEREAS, Our Rescue is a 501(c)(3) not-for-profit organization with the mission of partnering with law enforcement to identify and rescue victims of sex trafficking and child sexual abuse; helping to secure the evidence necessary to prosecute and convict criminal traffickers and abusers; providing support for survivors through comprehensive survivor care programs that are fully-vetted and trusted to deliver care person-centered and trauma-informed services for the survivor's healing journey; educating the public and key stakeholders on how to identify and report human trafficking and join Our Rescue's mission; and conducting any and all ancillary activities in furtherance of the foregoing purposes; and

WHEREAS the Parties agree to work collaboratively pursuant to the terms of this Memorandum of Understanding ("MOU") which sets forth the roles and responsibilities of each Party.

NOW THEREFORE, the Parties agree as follows:

1. **DONATION.**
   Our Rescue will provide the following donation to Receiving Agency (the "Donation"):

   - Electronic Storage Detection (ESD) K9 acquisition, initial certification fees for handler and ESD K9, a canine animal specially trained by Jordan Detection K9 to combat Human Trafficking and Child Exploitation.
   - Travel to/from participating agency, lodging, and if needed, rental vehicle for the two- week initial certification course. Wages and per-diem are the responsibility of the Receiving Agency.
   - OUR approved ESD K9 gear and equipment for initial certification. Includes supplies needed for the initial certification phase of the dog (leash, utility type

President of the City Council of the City of Huntsville, Al
Date: January 22, 2026

strap/vest, chew toys, bowls, etc.).

- Annual recertification fees for the ESD K9 only. Travel, hotel, per diem, rental vehicle, etc. are not included for annual ESD recerts and are the responsibility of the Receiving Agency.

Optional Donation - Must be checked by Our Rescue Representative to show approval of enrollment.

- Monthly stipend of $80 for dog food, for the working life of the K9. [_X_]
- Routine vet appointment expenses. Shots, medication, exams and physicals for the working life of the K9. Surgery and emergency care is not included. [_X_]
- K9 trading cards. [_X_]

The Donation will be primarily used in efforts to combat Human Trafficking and Child Exploitation by the Receiving Agency.

2. **DISCLOSURE OF OUTCOME AND USE OF FUNDING.**
Our Rescue is fully sustained by donors who generously give to help save children from being victimized by sexual predators and to identify, rescue and heal those who have fallen prey to human trafficking. Our Rescue donors deserve to be informed regarding how their donations equate to the "measurables" necessary to combat child exploitation. The Receiving Agency's agreement to receive the Donation will entail providing Our Rescue with basic statistics, quarterly for one year. Reports should include statistics relating to survivors helped, suspects arrested, and victims identified. An impact statement will also be provided detailing how the Donation has improved or impacted Receiving Agency's work to fight exploitation and aid survivors. Our Rescue will utilize any reports to show donors how their donations resulted in positive outcomes for victims of human trafficking/child exploitation. Information provided by Receiving Agency will not be released without the Receiving Agency's written consent.

3. **NON-DISPARAGEMENT.**
To the extent that it is consistent with its role as a municipal governmental agency, the Receiving Agency agrees to refrain from making any statements or representations that may disparage Our Rescue or its affiliates. This includes avoiding any actions that might harm their reputations. However, this clause does not prevent the Receiving Agency from making truthful statements required by law, provided Our Rescue is notified in advance.

4. **INSPECTION AND EVALUATION.**
Our Rescue reserves the right to inspect donated items and conduct periodic evaluations to ensure compliance with reporting requirements and assess the effectiveness of the support provided. This helps determine the continuation of support based on the outcomes and yield of the arrangement.

5. **INDEPENDENT CONTRACTORS.**
The relationship of the parties established by this MOU is that of independent

contractors, and nothing contained in this MOU shall be construed to give either party the power to direct and control the day-to-day activities of the other, constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

6. **K9 AGREEMENT.**
The Receiving Agency shall not deviate from the training and certification methods illustrated, taught, received, and mandated by staff at Jordan Detection K9 in Indiana, U.S.A. Any deviation from these trained and certified methods will result in the loss of K9 sponsorship and support from Our Rescue. In addition, the ESD K9 handler and ESD K9 will be deemed uncertified by both Jordan Detection K9 as well as Our Rescue.

The Receiving Agency agrees to uphold the recertification requirements for a minimum of five years. In the event the handler is not able to fulfill the five-year agreement, the Receiving Agency will assume responsibility for sending a new handler to train and certify with the original K9 by the next available training class. If special circumstances limit the original K9 from completing the 5-year commitment, additional K9 assistance will be considered by Our Rescue on a case-by-case basis.

After the five (5) year commitment period, the K9 would be placed with the handler, and become the property of the Receiving Agency with all title, ownership, possession of, and responsibility for such animal being transferred to Receiving Agency, except as noted in the following paragraph.

However, if the handler chooses to continue to work the K9 after five (5) years, Our Rescue will continue to pay for the K9's yearly wellness visit with the vet, monthly food stipend and recertification fee.

7. **AGENCY DETAILS.**
The Receiving Agency, by and through the Chief of Police or his designee, shall provide Our Rescue with the name of the designated LEA K9 handler, Receiving Agency Media Representative and related contact information upon finalization of this MOU.

8. **ENTIRE AGREEMENT.**
This MOU constitutes the complete, final, and exclusive embodiment of the entire agreement between the parties regarding this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties, or representations.

9. **Amendment.**
No provisions of this MOU may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by both parties.

10. **Electronic Signature**.
The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and have the same legal effect as the original signature.

IN WITNESS WHEREOF, the undersigned have executed this MOU to be effective as of the 1st day of February, 2026.

Agency	**Our Rescue**
By_____	By Nate Davis Verified by pdfFiller 01/19/2026
Name: Tommy Battle	Name: Nate Davis
Title: Mayor of the City of Huntsville	Title: Vice President of Missions
Date: _____	Date: January 19, 2026

By _____

Name: Shaundrika Edwards

Title: Clerk of the City of Huntsville

Date: _____

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-96

Department: Urban Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Project Development Agreement among the City of Huntsville, The Industrial Development Board of the City of Huntsville, and Blue Origin Manufacturing, LLC, regarding the expansion of its research and manufacturing operations within the City

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6439

Department: Urban Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing a Project Development Agreement among the City of Huntsville, The Industrial Development Board of the City of Huntsville, and Blue Origin Manufacturing, LLC, regarding the expansion of its research and manufacturing operations within the City

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 26-__

WHEREAS, Blue Origin Manufacturing, LLC (f/k/a Blue Origin Alabama, LLC), an Alabama limited liability company (the "Company"), presently owns and operates a manufacturing facility (the "Existing Facility") located in the corporate limits of Huntsville, Alabama (the "City") at 646 James Record Rd. SW, Huntsville, Madison County, Alabama, 35824, within which the Company, among other things, produces Blue Origin rocket engines for the aerospace industry; and

WHEREAS, the City has determined to enter an agreement among the City, the Industrial Development Board of the City of Huntsville (the "IDB") and the Company, the form of which is attached hereto (the "Project Development Agreement"), in connection with the expansion of the operations of the Company at the Existing Facility (the "Expansion Project"), which Expansion Project is expected to include a capital investment of approximately $71,400,000 and at least 105 additional full-time equivalent employees within the corporate limits of the City earning an average hourly wage of not less than $47.56/hour, exclusive of fringe benefits and overtime pay (the "Required Hourly Wage"); and

WHEREAS, under the Project Development Agreement, the City will make payments to the Company totaling up to $200,000 based upon the number of additional full-time equivalent employees in the City earning at least the Required Hourly Wage hired by the Company as a result of the Expansion Project, and, acting indirectly and by and through Huntsville Utilities, cover up to $200,000 of costs to extend electric, natural gas, water, and sewer infrastructure to an agreed upon point of delivery in connection with the Expansion Project, all as more particularly described and set forth in the Project Development Agreement; and

WHEREAS, the City Council of the City hereby recites that the City's obligations under and in furtherance of the Project Development Agreement, and the transactions therein described, are being undertaken pursuant to the authority of Amendment 772 to the Constitution of Alabama of 2022, as amended, recodified as Section 94.01 of said Constitution ("Amendment 772"), that such obligations are being undertaken by the City in furtherance of any power or authority authorized in Amendment 772, and that the City Council has determined that the expenditure of public funds for the purposes specified in the Project Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville (the "Council"), that the Project Development Agreement is hereby authorized and approved, and that the Mayor be, and he is hereby, authorized and directed to execute, by and on behalf of the City, the Project Development Agreement in substantially the form attached hereto and identified as "Project Development Agreement", with such changes thereto as shall be approved by the Mayor, the Mayor herein authorized to act by and on behalf of the City for such purpose, and that the City Clerk is hereby authorized to execute, attest, and affix the corporate seal of the City to the Project Development Agreement; and

BE IT FURTHER RESOLVED, that the Mayor is hereby further authorized and directed to execute and deliver, by and on behalf of the City, such amendments, documents, instruments, and agreements as contemplated in the Project Development Agreement or as may be necessary to accomplish the agreements contained in or that are in furtherance of the intent of the Project Development Agreement, and the City Clerk is hereby authorized to execute, attest and affix the corporate seal of the City to any such amendments, documents, instruments, and agreements.

ADOPTED this the 22nd day of January, 2026

_____

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026

_____

Mayor of the City of
Huntsville, Alabama

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into on _____, 2026 (the "Effective Date"), by and between the **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (the "City"), **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HUNTSVILLE**, a political corporation of the State of Alabama (the "IDB,") and together with the City, the "Local Authorities" and, individually, a "Local Authority"), and **BLUE ORIGIN MANUFACTURING, LLC (F/K/A BLUE ORIGIN ALABAMA, LLC)**, an Alabama limited liability company (the "Company"). The City and the Company are herein together sometimes referred to collectively as the "Parties" and, individually, as a "Party".

RECITALS

WHEREAS, the Company presently owns and operates a manufacturing facility (the "Existing Facility") located at 646 James Record Rd. SW in Huntsville, Madison County, Alabama (the "Facility Site") within which the Company, among other things, produces Blue Origin rocket engines for the aerospace industry;

WHEREAS, the Company currently employs approximately one thousand six hundred forty-one (1,641) Full-Time Employees within the City earning an average hourly wage of $53.30 exclusive of Fringe Benefits and overtime pay;

WHEREAS, the Company undertook a nation-wide search to identify a location at which to expand its industrial and manufacturing operations, and has determined to locate such expansion at the Facility Site, and in connection therewith the Company represents that approximately $71,400,000 of Capital Investment will be made at the Existing Facility (the improvements to the Existing Facility and the activities undertaken in connection therewith pursuant to such Capital Investment being collectively referred to herein as the "Expansion", and the Existing Facility, as so expanded, the "Facility"), and the Company intends for the Expansion to result in an additional one hundred five (105) Full-Time Employees, earning an average hourly wage of at least $47.56, exclusive of Fringe Benefits and overtime pay, to be employed and working in the City, all as more particularly described and set forth herein;

WHEREAS, the City has also determined, acting both independently and by and through Huntsville Utilities, as applicable, to further incentivize the Company to locate the Expansion at the Facility Site by (i) covering up to $200,000 of costs in extending the necessary and appropriate public utilities (electric, natural gas, water, and sewer infrastructure) to an agreed upon point of delivery up to the Facility Site, (ii) providing a cash incentive of up to $200,000 towards workforce development activities, and (iii) providing a dedicated point of contact within the City for expedited review and processing of permits and inspections in connection with the Expansion;

WHEREAS, the IDB is also herein committing to further incentivize the Company to locate the Expansion at the Facility Site by causing a ten (10) year abatement allowable under Alabama law of ad valorem taxes, sales and use taxes, and mortgage and recording taxes with

respect to the Project, all as more particularly described and set forth herein (together with the utility improvements, money, and other incentives described in the immediately preceding recitals, the "Public Incentives");

WHEREAS, the City has determined that the Expansion will substantially expand and enhance the prosperity, contentment, and general welfare of the City and its residents by, among other things: (i) promoting, improving, and expanding economic and industrial development; (ii) increasing the number and diversity of advanced research, manufacturing, and related employment opportunities; (iii) enabling the area surrounding the Facility to better attract and retain aerospace research, manufacturing and industrial enterprises; (iv) expanding the reputation of the City as a global destination for high-end, advanced jet propulsion research, manufacturing and development, and (v) expanding the overall tax base of the City; and

WHEREAS, the City hereby finds that the payments to the Company described in this Agreement are being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 2022, as amended, and that the City has determined that the expenditure of public funds for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves as follows:

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Section 1.1 Representations and Warranties of the Local Authorities.

(a) The City hereby makes the following representations and warranties:

(i) The City, by action of its governing body, has duly authorized the execution, delivery and performance of this Agreement, and has the power to perform its obligations contained herein.

(ii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the City, violates, constitutes a default under or a breach of any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the City is a party or to which the City or its assets or properties are subject.

(iii) There is not now pending nor, to the knowledge of the City, threatened, any litigation affecting the City which questions (A) the validity or organization of the City, (B) the members, titles or positions of the

members of the governing body or the manner in which the officers of the City are selected, or (C) the subject matter of this Agreement.

(b) The IDB hereby makes the following representations and warranties:

(i) The IDB, by action of its governing body, has duly authorized the execution, delivery and performance of this Agreement, and has the power to perform its obligations contained herein.

(ii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the IDB, violates, constitutes a default under or a breach of any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the IDB is a party or to which the IDB or its assets or properties are subject.

(iii) There is not now pending nor, to the knowledge of the IDB, threatened, any litigation affecting the IDB which questions (A) the validity or organization of the IDB, (B) the members, titles or positions of the members of the governing body or the manner in which the officers of the IDB are selected, or (C) the subject matter of this Agreement.

Section 1.2 Representations and Warranties of the Company. The Company hereby makes the following representations and warranties:

(i) The Company is duly organized and validly existing as a limited liability company under the laws of the State of Alabama, and has duly authorized its execution, delivery and performance of this Agreement.

(ii) Neither the execution and delivery of this Agreement, nor the performance hereof, by the Company requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for (a) such consents, filings, notices and hearings described herein, or already held or maintained, or (b) outside the course of ordinary business of the Commpany.

(iii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the Company, violates, constitutes a default under or a breach of (1) the Company's Certificate of Formation, bylaws, or other organizational documents, (2) any agreement, instrument, contract, mortgage or indenture to which the Company is a party or to which the Company or its assets are subject, or (3) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to the Company or any of its assets.

(iv) There is not now pending nor, to the knowledge of the Company, threatened, any litigation affecting the Company which questions the validity or

organization of the Company, or any of the representations and warranties of the Company contained herein.

ARTICLE II
OBLIGATIONS AND COMMITMENTS OF THE COMPANY

Section 2.1 Jobs Target. The Company intends, as a result of the Expansion, to employ at least one hundred five (105) Net New Full-Time Employees in the City, earning an average hourly wage of $47.56, exclusive of Fringe Benefits and overtime pay, in connection with the Expansion (the "Jobs Target"), and to have achieved the Jobs Target by December 31, 2027 (the "Jobs Target Deadline"). Anything in the foregoing to the contrary notwithstanding, whether express or implied, the Company is not contractually obligated to achieve the Jobs Target, and any failure of the Company to achieve the Jobs Target shall in no way constitute a breach, default or other failure of performance by the Company under this Agreement.

Section 2.2 Capital Investment Target. The Company intends, and agrees to make commercially reasonable efforts, to make a Capital Investment in connection with the development, construction, installation, and equipping of the Expansion totaling at least $71,400,000 (the "Capital Investment Target"). The Company shall provide written notice to the City at such time as the Company determines it has satisfied the Capital Investment Target for the Expansion, which such notice shall include such information as shall reasonably demonstrate satisfaction of the Capital Investment Target. Anything in the foregoing to the contrary notwithstanding, whether express or implied, the Company is not contractually obligated to achieve the Capital Investment Target, and any failure of the Company to achieve the Capital Investment Target shall in no way constitute a breach, default or other failure of performance by the Company under this Agreement.

Section 2.3 Additional Obligations and Commitments.

(a) The Company will use its good faith reasonable efforts to cause any construction activities regarding improvements to the Existing Facility in connection with the Expansion to be conducted in compliance with all applicable laws, ordinances, rules and regulations of any governmental authority, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster and environmental protection laws. The Company will require any architect, general contractor, subcontractor or other business performing any work in connection with the said improvements to obtain all necessary permits, licenses and approvals to construct the same.

(b) At all times during the Term, the Company shall be in material compliance with all applicable laws, ordinances, rules and regulations of the City and, further, shall be current in payment of any and all taxes, fees, and other charges imposed by the City and all local government entities unless such payments are the subject of a bona fide dispute and are being challenged by the Company.

(c) The Company agrees that, besides the reporting described in this Agreement, the Company shall otherwise comply with the reporting requirements with respect to this Agreement as provided by applicable law.

ARTICLE III
OBLIGATIONS OF THE CITY

Section 3.1 **City Payments**. (a) Subject to the Company satisfying the Capital Investment Target as set forth in Section 2.2 hereof, the City shall make certain payments to the Company in connection with the additional Full-Time Employees in the City resulting from the Expansion (such payments herein called the "City Payments"), up to the aggregate sum of $200,000, as follows:

(i) the City shall remit to the Company the sum of $100,000 within ninety (90) days after the Company furnishes to the City a certificate in the form set forth on **EXHIBIT A** hereto, signed by an authorized employee of the Company and submitted to the City on or before December 31, 2027 certifying that, as of the last business day of each of the three consecutive calendar months immediately preceding the month in which such certificate is submitted, the Company employed (A) at least one thousand six hundred forty-one (1,641) Full-Time Employees within the City earning a minimum average hourly wage of $53.30, exclusive of Fringe Benefits and overtime pay, and (B) at least fifty (50) additional Full-Time Employees within the City earning a minimum average hourly wage of $47.56, exclusive of Fringe Benefits and overtime pay, along with all supporting information and materials as shall enable the City to confirm and independently verify the investment, employment, and wage levels so certified by the Company; and

(ii) the City shall remit to the Company the sum of $100,000 within ninety (90) days after the Company furnishes to the City a certificate in the form set forth on **EXHIBIT A** hereto, signed by an authorized employee of the Company and submitted to the City on or before December 31, 2027 certifying that, as of the last business day of each of the three consecutive calendar months immediately preceding the month in which such certificate is submitted, the Company employed (A) at least one thousand six hundred forty-one (1,641) Full-Time Employees within the City earning a minimum average hourly wage of $53.30, exclusive of Fringe Benefits and overtime pay, and (B) at least one hundred five (105) additional Full-Time Employees within the City earning a minimum average hourly wage of $47.56, exclusive of Fringe Benefits and overtime pay, along with all supporting information and materials as shall enable the City to confirm and independently verify the employment and wage levels so certified by the Company.

(b) The Company understands, acknowledges, and agrees that the Company shall not be entitled to payment under this Section 3.1(a) for any hiring targets satisfied following the Jobs Target Deadline. All Parties acknowledge that the Company may, at its sole election, simultaneously submit two of the certificates described in subparts (i) and (ii) of Section 3.1(a)

hereof. Anything in this agreement or in the foregoing to the contrary notwithstanding, whether express or implied, in no event shall the City be obligated to pay and remit to the Company more than $200,000 pursuant to this Section 3.1. For the avoidance of doubt, anything in this Agreement to the contrary notwithstanding, whether express or implied, the maximum amount payable by the City under this Agreement shall be $200,000.

(c) Anything in the foregoing to the contrary notwithstanding, whether express or implied, no certificate shall be deemed delivered by the Company for purposes of this Section 3.1 unless the Company has included valid wire or similar payment instructions for the City to use in remitting payment to the Company. Payment shall be deemed made if done in accordance with said instructions.

(d) For the avoidance of doubt, the City shall not be required to make any City Payments if the Company has not satisfied the Capital Investment Target respecting the Expansion.

Section 3.2 Recapture of City Payments.

(a) The Company acknowledges that the payments by the City pursuant to this Article III are based largely on the estimated economic impact that will be realized within the City from the Capital Investment made by the Company respecting the Expansion, and additional payroll and job opportunities created by the Company in undertaking the Expansion at the Facility Site described in the recitals to this Agreement, and that those benefits to the City are justified only if the Company maintains the additional job creation and average minimum hourly wage targets for which, in part, the Company receives City Payments for a period of five (5) years following December 31, 2027 or such date as the City shall have remitted the final City Payment to the Company pursuant to Section 3.1 hereof (the "Jobs Maintenance Period"), whichever is earlier. In consideration thereof, the Company agrees that, within ninety (90) days following the first full calendar year after the Company shall have (i) certified final employment levels pursuant to Section 3.1(a)(ii), if the Total City Payment equals $200,000 or, (ii) if the Company has certified investment and employment levels pursuant to Section 3.1(a)(i), for which the Company received a City Payment less than $200,000 and, prior to having certified any additional employment levels the Company delivers notice to the City (an "Early City Payment Termination Notice") that the Company desires to forfeit any right under this Agreement for the Company to receive a City Payment pursuant to those subsections of Section 3.1(a) for which the Company had not at such time submitted an employment level certification (such date, the "Benchmark Date"), and within ninety (90) days following each annual anniversary of the Benchmark Date, the Company shall report the total average number of Full-Time Employees and the average hourly wage, exclusive of Fringe Benefits and overtime pay, for the twelve (12) calendar months immediately preceding such anniversary. The Company hereby understands, acknowledges, and agrees that, upon delivery of an Early City Payment Termination Notice, the Company shall not be entitled to receipt of any further amounts pursuant to Section 3.1(a) for employees engaged after delivery of such notice, notwithstanding the fact the Company may have hired or otherwise cause to be employed additional Full-Time Employees after the date of such notice.

(b) If, for any year during the Jobs Maintenance Period, the number of Full-Time Employees earning the Jobs Maintenance Period Minimum Average Hourly Pay reported by the Company under subsection (a) above (the "Reported Annual Employee Level") is less than the Base Employment Figure, the Company shall owe the City a payment (a "Recapture Payment") computed as follows:

Recapture Payment = [1 – (Reported Annual Employee Level/Base Employment Figure)] * Total City Payment,

provided; there shall be reduced from any Recapture Payment then owed by the Company the sum of all Recapture Payments theretofore paid by the Company to the City. In addition, if the sum of all Recapture Payments made by the Company to the City under this Section 3.2(b) is equal to the Total City Payment, the Jobs Maintenance Period shall immediately be deemed to cease and the Company shall owe no other funds or amounts to the City that, when added to all Recapture Payments theretofore paid by the Company, exceed the Total City Payment. Anything in this Agreement to the contrary notwithstanding, whether express or implied, under no circumstances shall the Company owe the City more than the Total City Payment pursuant to this Section 3.2. The Parties hereto further understand, acknowledge and agree that the Jobs Maintenance Period shall not occur, and the Company shall not be obligated for any Recapture Payment, if the City does not make a City Payment under this Agreement.

(c) Any Recapture Payment due by the Company under this Section 3.2 shall be paid by the Company to the City within thirty (30) days of being requested by the City.

(d) The right of the City to receive any Recapture Payment shall survive termination of this Agreement.

Section 3.3 Aid-to-Construction Infrastructure Support. The City shall, acting both independently and by and through Huntsville Utilities, at no cost to or obligation of the Company, cover up to $200,000 of the costs to deliver public utilities to a "point of service" for public utilities (electric, natural gas, water, and sewer) connections at locations up to (but not within) the Facility Site, and by such date as shall be mutually agreed to by the Parties.

Section 3.4 Permit Assistance and Expedited Inspection. The City agrees to assign a single point of contact in connection with the Expansion to assist the Company and its agents with all coordination, permitting, inspections, and similar items for the Expansion and to foster expedited permitting and inspections by the City for the Expansion.

Section 3.5 Tax Abatements. The IDB, with the consent of the City and Madison County, Alabama (the "County"), shall abate the following taxes in favor of the Company to the fullest extent allowed under Chapter 9B of Title 40 of the Code of Alabama 1975, as amended: (i) non-educational sales and use taxes imposed by the State, the City, and the County on tangible personal property and taxable services incorporated into the Expansion, (ii) non-educational ad valorem taxes imposed by the State, the City, and/or the County with respect to the Expansion for a period of 10 years from the October 1st following the C.O. Date for the Expansion, and (iii) deed, mortgage and all other similar recording taxes with respect to the Expansion whenever such taxes

become due and payable; provided, such abatements shall cease in the event of a Closure/Relocation Event. The Local Authorities shall reasonably cooperate with the efforts of the Company in obtaining the abatements described in this Section 2.6.

ARTICLE IV
EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default by the Local Authorities.

(a) Any one or more of the following shall constitute an event of default by the Local Authorities under Article III of this Agreement (a "Local Authority Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the City shall seek or consent to or acquiesce in the appointment of a receiver of all or substantially all of its property, or the adjudication of the City as a bankrupt, or any assignment by the City for the benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or if a petition or answer is filed by the City proposing the adjudication of the City as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days; or

(ii) the occurrence of any of the following at any time prior to the grant of the abatement set forth in Section 3.5 of this Agreement: (1) the dissolution or liquidation of the IDB, (2) the filing by the IDB of a voluntary petition in bankruptcy, (3) the IDB shall seek or consent to or acquiesce in the appointment of a receiver of all or substantially all of its property, (4) the adjudication of the IDB as a bankrupt, or any assignment by the IDB for the benefit of its creditors, (5) the entry by the IDB into an agreement of composition with its creditors, or (6) if a petition or answer is filed by the IDB proposing the adjudication of the IDB as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days; or

(iii) failure by the City or the IDB to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall

have continued for a period of sixty (60) calendar days after written notice thereof from the Company to the City or the IDB, as the case may be, unless (A) the Company shall agree in writing to an extension of such period prior to its expiration, or (B) during such 60-day period or any extension thereof, the City or the IDB, as the case may be, has commenced and is diligently pursuing appropriate corrective action.

(b) If a Local Authority Event of Default occurs, the Company shall have available the right and remedy of specific performance and mandamus, along with other rights and remedies provided by law; provided, however, the Company shall not be entitled to any punitive, incidental, consequential, business interruption, or other damages, whether arising at law, in equity or otherwise.

Section 4.2 Events of Default by the Company.

(a) Any one or more of the following shall constitute an event of default by the Company under this Agreement (a "Company Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) at any time prior to the completion by the Company of its obligations and commitments hereunder, the Company is dissolved or liquidated, or the filing the Company of a voluntary petition in bankruptcy, or the Company seeking or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the Company as a bankrupt, or any assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or if a petition or answer is filed by the Company proposing the adjudication of it as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days; or

(ii) failure by the Company to perform or observe their agreements or covenants contained in Article II or Section 3.2 of this Agreement, which failure shall have continued for a period of sixty (60) calendar days after written notice thereof from the City to the Company, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, or (B) during such 60-day period or any extension thereof, the Company has commenced and is diligently pursuing appropriate corrective action.

(b) If a Company Event of Default occurs, the City shall have available to it the right of specific performance and mandamus, along with other rights and remedies provided by law; provided, however, the City shall not be entitled to any punitive, incidental, consequential, or other damages, whether arising at law, in equity or otherwise.

Section 4.3 Remedies Subject to Applicable Law. All rights, remedies and powers provided in this Article IV may be exercised only to the extent the exercise thereof does not violate

any applicable provision of law in the premises, and all the provisions of this Article IV are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.1 Severability; Enforceability. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

Section 5.2 Term. Unless sooner terminated in accordance with the terms hereof, the term of this Agreement shall expire on the seventh (7^{th}) anniversary of the date of this Agreement or, if earlier, such date following one hundred twenty (120) days after the fifth (5^{th}) anniversary of the Benchmark Date that the Company shall have completed and made all payments to the City required, if any, under this Agreement (the "Term"); provided, any Recapture Payments owed by the Company to the City hereunder shall survive expiration of such Term.

Section 5.3 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the transactions described herein, and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by each of the Parties hereto.

Section 5.4 Counterparts; Assignment.

(a) This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement.

(b) This Agreement is not assignable by either Party hereto except upon the written consent of the other Party hereto; provided, however, that, as respects the Company, the Company shall have the right at any time to assign all its rights and obligations in and to this Agreement or any part thereof to any Affiliate of the Company that agrees to assume assigned obligations of the Company in and to this Agreement, the Facility, and all other operations within the Facility; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the assignee under this Agreement unless specifically excused therefrom by the City, to be expressed in writing and consented to in writing by an authorized representative of the City, which such consent shall not be unreasonably withheld or delayed.

Section 5.5 Binding Effect; Governing Law; Construction of Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama without regard to Alabama's conflict of laws' provisions. The Parties agree that this Agreement has been negotiated and drafted at arm's-length and that no ambiguity or inconsistency in any term shall be construed

or interpreted against either Party due to such Party being deemed the primary drafter of this Agreement or of the provision in question.

Section 5.6 Notices.

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the Party or to an officer of the Party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

(i) If to the City:

The City of Huntsville
308 Fountain Circle
8th Floor
Huntsville, AL 35801
Attn: City Attorney

(ii) If to the IDB:

The Industrial Development Board of the City of Huntsville
c/o Chamber of Commerce of Huntsville/Madison County
225 Church Street
Huntsville, AL 35801
Attn: Chairman

(iii) If to the Company:

Blue Origin Manufacturing, LLC
c/o Blue Origin
21218 – 76th Ave South
Kent, Washington 98032

Attention: Caroline Munda
21218 76th Ave. S, Kent, WA 98032
cmunda@blueorigin.com

With a copy to:
Blue Origin Manufacturing, LLC
Attention: Legal & Compliance
21218 76th Ave S, Kent, WA 98032
DL_CorpDevLegal@blueorigin.com

(b) In addition, the Parties agree that notices may be sent electronically to any electronic address provided by a party from time to time. Notices may be sent to a Party's

address as set forth above or to such other address as either Party may give to the other for such purpose in accordance with this section.

(c) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier, or if sent via electronic mail at the time of such is successfully sent.

Section 5.7 Liabilities of the Local Authorities. Any provision hereof to the contrary notwithstanding, the Parties agree and acknowledge that the obligations and commitments of the Local Authorities as set forth in this Agreement is limited by the limitations imposed by Alabama law.

Section 5.8 Survival of Covenants. The covenants in this Agreement shall not terminate until they have been fully performed or have expired by their terms.

Section 5.9 No Waiver. No consent or waiver, express or implied, by either Party hereto to any breach or default by any other Party in the performance by such other Party of its obligations and commitments hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations or commitments of such Party hereunder. Failure on the part of either Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of either Party hereto shall be construed to be a waiver or limit the need for such consent in any other or subsequent instance.

Section 5.10 Venue.

(a) Subject to the provisions of Sections 4.1, 4.2 and 4.3 of this Agreement, whenever either Party shall default in the performance of any of its obligations or commitments under this Agreement, the other Party may take whatever legal proceeding (including actions for specific performance to the extent provided by law) as shall be necessary or desirable to enforce any agreement or condition contained herein or any other obligation of the defaulting Party imposed by law. The Parties hereto recognize, and will not object to, an action for specific performance.

(b) Each of the Parties irrevocably submits to the jurisdiction of the Alabama state courts sitting in Madison County, Alabama (collectively, the "Courts") over any suit, action or proceeding arising out of or relating to this Agreement or any transaction undertaken in connection therewith (an "Agreement Action"); and waives, to the fullest extent permitted by law, any objection or defense that such Party may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any Agreement Action brought in any of the Courts.

Section 5.11 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture among the Parties and their respective permitted successors and assigns.

Section 5.12 Headings. The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

Section 5.13 No Third-Party Beneficiaries. This Agreement is intended only for the benefit of the signing Parties hereto, and neither this Agreement, nor any of the rights, interest, obligations or commitments hereunder, is intended for the benefit of any other person or third-party.

ARTICLE VI
DEFINITIONS

All initially capitalized terms not otherwise defined herein shall have the following meanings:

"Affiliate" of any specified entity shall mean any other entity directly or indirectly Controlling or Controlled by or under direct or indirect common control with, or which directly or indirectly owns voting securities of an entity directly or indirectly Controlled by, such specified entity.

"Base Employment Figure" shall mean:

(1) 1,484 (representing the product of 0.85 times the 1,746 Full-Time Employees earning the Jobs Maintenance Period Minimum Average Hourly Pay), if the Company certifies employment pursuant to Section 3.1(a)(ii) and the Total City Payment is to equal $200,000, or

(2) 1,437 (representing the product of 0.85 times the 1,691 Full-Time Employees earning the Jobs Maintenance Period Minimum Average Hourly Pay), if the Company did not certify employment pursuant to Section 3.1(a)(ii), but did certify employment pursuant to Section 3.1(a)(i) and the Total City Payment is equal to $100,000.

"Base Full-Time Employees" shall mean 1,641 Full-Time Employees earning an average hourly wage of $53.30 exclusive of Fringe Benefits and overtime pay.

"Capital Investment" shall have the meaning as provided in Section 40-18-370 of the Code of Alabama (1975), as amended.

"Closure/Relocation Event" means either (i) the Facility is closed for a period in excess of one hundred eighty (180) consecutive days (other than temporary closures to the extent necessary to complete renovations, restoration or repairs, or (ii) the Company relocates all or substantially all of its operations conducted at the Facility Site to a location outside the corporate limits of the City prior to the end of the period for which taxes are abated pursuant to Section 3.5 hereof.

"Control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "Controlling" and "Controlled" have meanings correlative to the foregoing.

"Fringe Benefits" shall mean all non-wage consideration paid or otherwise provided to Full-Time Employees, including, but not limited to, health insurance, retirement benefits, life insurance, workers' compensation, unemployment compensation, and the employer portion of FICA taxes.

"Full-Time Employee" shall mean a person that is:

(1) being paid directly by the Company for not less than 36 hours per week, is employed in the City, and who the Company or an Affiliate of the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Labor on returns or reports filed with the foregoing, including but not limited to, IRS Form 941, or

(2) an employee of a direct contractor of the Company or an Affiliate of the Company who is paid by the Company's direct contractor for working in the City for not less than thirty-six (36) hours per week, or

(3) a person working under a contract with the Company or an Affiliate of the Company for working in the City for not less than thirty-six (36) hours per week.

Notwithstanding the above, the definition of "Full-Time Employee" for purposes of this Agreement shall not include an unskilled temporary employee or a worker performing construction work on buildings or other structures in connection with the Expansion. All Full-Time Employees shall be eligible to receive any Fringe Benefit provided by the Company or an Affiliate of the Company.

"Jobs Maintenance Period Minimum Average Hourly Pay" shall mean, for any group of Full-Time Employees reported or certified by the Company pursuant to Section 3.2 of this Agreement, an average hourly wage of $53.30, exclusive of Fringe Benefits and overtime pay for such Full-Time Employees.

"Net New Full-Time Employees" shall mean Full-Time Employees over the Base Full-Time Employees.

"Total City Payment" shall mean the total amount paid by the City to the Company pursuant to Section 3.1 hereof.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the City and the Company have each caused this Agreement to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the Effective Date.

CITY:

CITY OF HUNTSVILLE, ALABAMA

By:_____
Mayor

(SEAL)

ATTEST

By:_____

Its:_____

IDB:

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HUNTSVILLE

By:_____
Chairman

(SEAL)

ATTEST

By:_____

Its:_____

COMPANY:

Blue Origin Alabama, LLC, an Alabama limited liability company

Signed by:
By: mike laidley
1A939Z1163DB41F...

Its: Vice President, Facilities, Blue Origin

EXHIBIT A
FORM OF REQUEST FOR CITY PAYMENT

REQUEST FOR CITY PAYMENT

Date: _____, 20__
Payment Amount: [$_____] (the "Payment Amount")
Applicable Project Development Agreement Section: [Section 3.1(a)(i)]/[Section 3.1(a)(ii)]

Pursuant to the Project Development Agreement dated _____, 2026 (the "Project Development Agreement") between the City of Huntsville (the "City"), The Industrial Development Board of the City of Huntsville, and Blue Origin Manufacturing, LLC, an Alabama limited liability company (the "Company"), the Company hereby represents, declares, and certifies as follows:

(a) The Company hereby requests payment of the Payment Amount pursuant to [Section 3.1(a)(i)]/[Section 3.1(a)(ii)] of the Project Development Agreement.

(b) The Company hereby certifies that, (1) as of the date hereof, the Company has made a Capital Investment in the Expansion that is at least equal to the Capital Investment Target; and (2) as of the last business day of each month of (i) _____, 20__ ("Month 1"), (ii) _____, 20__ ("Month 2"), and (iii) _____, 20__ ("Month 3"), the Company had employed Full-Time Employees in the City , as follows:

	Month 1	Month 2	Month 3	Average
Full-Time Employees				
Average Hourly Wage Salary[(1)]				
Full-Time Employees				
Average Hourly Wage Salary[(1)]				

* Note the first set of FTE and salary information covers the base (i.e., 1,641) employment level, and the second set covers the additional employment levels for which a City Payment is being sought.
(1) Excludes Fringe Benefits and overtime pay.

(c) Attached hereto is all supporting information and materials as shall enable the City to confirm and independently verify the investment, employment, and wage levels so certified by the Company.

(d) The Company is not in default of its obligations under the Project Development Agreement.

(e) The following are the wire or payment instructions to use in remitting the Payment Amount to the Company:

_____
_____

(f) Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Project Development Agreement (including all exhibits thereto).

IN WITNESS HEREOF, the undersigned has executed and delivered this certificate to the City this ____ day of ____, 20__.

Blue Origin Manufacturing, LLC, an Alabama limited liability company

By: _____

Title: _____

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-97

Department: Urban Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Project Development Agreement among the City of Huntsville, The Industrial Development Board of the City of Huntsville, and SPX Enterprises, LLC, regarding a new manufacturing facility for operation by the Company and its affiliates within the City.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6440

Department: Urban Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing a Project Development Agreement among the City of Huntsville, The Industrial Development Board of the City of Huntsville, and SPX Enterprises, LLC, regarding a new manufacturing facility for operation by the Company and its affiliates within the City.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 26-__

WHEREAS, SPX Enterprises, LLC, a Delaware limited liability company (the "Company"), is a nationally recognized manufacturer of cooling and air handling equipment, including without limitation, air handler enclosure elements and large cooling equipment (collectively, the "Company Products"); and

WHEREAS, the City has determined to enter an agreement among the City, the Industrial Development Board of the City of Huntsville (the "IDB") and the Company, the form of which is attached hereto (the "Project Development Agreement"), in connection with the development, construction, installation and equipping of a major manufacturing facility within the City (the "Facility") for the manufacturing of Company Products (collectively, the "Project"), with expected capital investment by the Company of approximately $118,800,000 and employment of up to 350 full-time equivalent employees at the Facility earning an average hourly wage of not less than $26.10/hour, exclusive of fringe benefits and overtime pay (the "Required Hourly Wage"); and

WHEREAS, under the Project Development Agreement, the City will make payments to the Company totaling up to $250,000 based upon the number of full-time equivalent employees earning at least the Required Hourly Wage employed by the Company or its affiliates at the Facility, all as more particularly described and set forth in the Project Development Agreement; and

WHEREAS, the City Council of the City hereby recites that the City's obligations under and in furtherance of the Project Development Agreement, and the transactions therein described, are being undertaken pursuant to the authority of Amendment 772 to the Constitution of Alabama of 2022, as amended, recodified as Section 94.01 of said Constitution ("Amendment 772"), that such obligations are being undertaken by the City in furtherance of any power or authority authorized in Amendment 772, and that the City Council has determined that the expenditure of public funds for the purpose specified in the Project Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville (the "Council"), that the Project Development Agreement is hereby authorized and approved, and that the Mayor be, and he is hereby, authorized and directed to execute, by and on behalf of the City, the Project Development Agreement in substantially the form attached hereto and identified as "Project Development Agreement", with such changes thereto as shall be approved by the Mayor, the Mayor herein authorized to act by and on behalf of the City for such purpose, and that the City Clerk is hereby authorized to execute, attest, and affix the corporate seal of the City to the Project Development Agreement; and

BE IT FURTHER RESOLVED, that the Mayor is hereby further authorized and directed to execute and deliver, by and on behalf of the City, such amendments, documents,

instruments, and agreements as contemplated in the Project Development Agreement or as may be necessary to accomplish the agreements contained in or that are in furtherance of the intent of the Project Development Agreement, and the City Clerk is hereby authorized to execute, attest and affix the corporate seal of the City to any such amendments, documents, instruments, and agreements.

ADOPTED this the 22nd day of January, 2026

_____

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026

_____

Mayor of the City of
Huntsville, Alabama

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into on _____, 2026, to be effective as of September 8, 2025 (the "Effective Date"), by and between the **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (the "City"), **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HUNTSVILLE**, a political corporation of the State of Alabama (the "IDB,") and together with the City, from time to time, the "Local Authorities"), and **SPX ENTERPRISES, LLC**, a Delaware limited liability company (the "Company"). The City and the Company are herein together sometimes referred to collectively as the "Parties" and, individually, as a "Party".

RECITALS

WHEREAS, the Company is a nationally-recognized manufacturer of cooling and air handling equipment, including, without limitation, air handler enclosure elements and large cooling equipment (collectively, "Company Products"); and

WHEREAS, the Company has determined to purchase an existing building located within the corporate limits of the City more particularly described on Exhibit A hereto (the "Existing Building ") and renovate and equip the same to create an approximately 459,455 square foot manufacturing facility (the Existing Building, as renovated and equipped, the "Facility") for the manufacture of Company Products (the "Project");

WHEREAS, the Company undertook a nation-wide search to identify a site for the Project, and has determined to locate it at the site of the Existing Building (the "Facility Site") , and in connection therewith the Company represents that approximately $118,800,000 of Capital Investment will be made in the purchase, renovation and improvement of the Existing Building, and the equipping of the same, for the Project at the Facility Site; and

WHEREAS, the Company intends to employ or to cause to be employed at least three-hundred fifty (350) Full-Time Employees, earning an average hourly wage of at least $26.10, exclusive of Fringe Benefits and overtime pay, at the Facility, all as more particularly described and set forth herein;

WHEREAS, the IDB is herein committing to further incentivize the Company to locate the Project at the Facility Site by causing a ten (10) year abatement allowable under Alabama law of ad valorem taxes, sales and use taxes, and mortgage and recording taxes with respect to the Facility Site and the Facility, all as more particularly described and set forth herein;

WHEREAS, the City has determined that the Project will substantially expand and enhance the prosperity, contentment, and general welfare of the City and its residents by, among other things: (i) promoting, improving, and expanding economic and industrial development; (ii) increasing the number and diversity of industrial manufacturing and related employment opportunities; (iii) enabling the area surrounding the Facility Site to better attract and retain manufacturing enterprises; and (iv) expanding the overall tax base of the City; and

WHEREAS, the City hereby finds that the payments to the Company described in this Agreement are being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 2022, as amended, and that the City has determined that the expenditure of public funds for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves as follows:

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Section 1.1 Representations and Warranties of the Local Authorities.

(a) The City hereby makes the following representations and warranties:

(i) The City, by action of its governing body, has duly authorized the execution, delivery and performance of this Agreement, and has the power to perform its obligations contained herein.

(ii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the City, violates, constitutes a default under or a breach of any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the City is a party or to which the City or its assets or properties are subject.

(iii) There is not now pending nor, to the knowledge of the City, threatened, any litigation affecting the City which questions (A) the validity or organization of the City, (B) the members, titles or positions of the members of the governing body or the manner in which the officers of the City are selected, or (C) the subject matter of this Agreement.

(b) The IDB hereby makes the following representations and warranties:

(i) The IDB, by action of its governing body, has duly authorized the execution, delivery and performance of this Agreement, and has the power to perform its obligations contained herein.

(ii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the IDB, violates, constitutes a default under or a breach of any agreement, instrument, contract, mortgage,

ordinance, resolution or indenture to which the IDB is a party or to which the IDB or its assets or properties are subject.

(iii) There is not now pending nor, to the knowledge of the IDB, threatened, any litigation affecting the IDB which questions (A) the validity or organization of the IDB, (B) the members, titles or positions of the members of the governing body or the manner in which the officers of the IDB are selected, or (C) the subject matter of this Agreement.

Section 1.2 Representations and Warranties of the Company. The Company hereby makes the following representations and warranties:

(i) The Company is in good standing and qualified to do business in Alabama, and has duly authorized its execution, delivery and performance of this Agreement.

(ii) Neither the execution and delivery of this Agreement, nor the performance hereof, by the Company requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for (a) such consents, filings, notices and hearings described herein, or already held or maintained, or (b) outside the course of ordinary business of the Company.

(iii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the Company, violates, constitutes a default under or a breach of (1) the Company's certificate of formation, bylaws, or other organizational documents, (2) any agreement, instrument, contract, mortgage or indenture to which the Company is a party or to which the Company or its assets are subject, or (3) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to the Company or any of its assets.

(iv) There is not now pending nor, to the knowledge of the Company, threatened, any litigation affecting the Company which questions the validity or organization of the Company, or any of the representations and warranties of the Company contained herein.

(v) The Company is the direct parent of each of SPX Cooling Tech, LLC, a Delaware limited liability company ("SPX Cooling Tech"), and Ingenia Technologies (USA), LLC, a Delaware limited liability company ("Ingenia Technologies").

ARTICLE II
OBLIGATIONS AND COMMITMENTS OF THE COMPANY

Section 2.1 Jobs Target. The Company intends to employ, and/or to cause its Affiliates to employ, at least three hundred fifty (350) Full-Time Employees at the Facility, earning an average hourly wage of $26.10, exclusive of Fringe Benefits and overtime pay (the "Jobs

Target"), and to have achieved the Jobs Target by December 31, 2029 (the "Jobs Target Deadline"). Anything in the foregoing to the contrary notwithstanding, whether express or implied, the Company is not contractually obligated to achieve the Jobs Target, and any failure of the Company to achieve the Jobs Target shall in no way constitute a breach, default or other failure of performance by the Company under this Agreement.

Section 2.2 Capital Investment Target. The Company intends, and agrees to make commercially reasonable efforts, to make or to cause its Affiliates to make a Capital Investment in the purchase of the Existing Building, and in the renovation and equipping of the Existing Building to constitute the Facility of at least $118,800,000 (the "Capital Investment Target"). The Company shall provide written notice to the City at such time as the Company determines it has achieved the Capital Investment Target, which such notice shall include such information as shall reasonably demonstrate satisfaction of the Capital Investment Target. Anything in the foregoing to the contrary notwithstanding, whether express or implied, the Company is not contractually obligated to achieve the Capital Investment Target, and any failure of the Company to achieve the Capital Investment Target shall in no way constitute a breach, default or other failure of performance by the Company under this Agreement.

Section 2.3 Additional Obligations, Commitments and Understandings.

(a) The Company will use its good faith reasonable efforts to cause any construction activities regarding the Facility to be conducted in compliance with all applicable laws, ordinances, rules and regulations of any governmental authority, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster and environmental protection laws. The Company will require any architect, general contractor, subcontractor or other business performing any work in connection with the said improvements to obtain all necessary permits, licenses and approvals to construct the same.

(b) At all times during the Term, the Company shall be in material compliance with all applicable laws, ordinances, rules and regulations of the City and, further, shall be current in payment of any and all taxes, fees, and other charges imposed by the City and all local government entities unless such payments are the subject of a bona fide dispute and are being challenged by the Company.

(c) The Company agrees that, besides the reporting described in this Agreement, the Company shall otherwise comply with the reporting requirements with respect to this Agreement as provided by applicable law.

(d) For the avoidance of doubt, hiring and employment of Full-Time Employees for purposes of Section 2.1 of this Agreement, and the expenditure of funds in the purchase, renovation and equipping of the Existing Building for purposes of Section 2.2 of this Agreement, may be conducted and/or performed by the Company and/or its Affiliates.

ARTICLE III
OBLIGATIONS OF THE CITY

Section 3.1 **City Payments**. (a) Subject to the Company achieving the Capital Investment Target as set forth in Section 2.2 hereof, the City shall make certain payments to the Company for Full-Time Employees employed at the Facility (such payments herein called the "City Payments"), up to the aggregate sum of $250,000, as follows:

(i) the City shall remit to the Company the sum of $125,000 within ninety (90) days after the Company furnishes to the City a certificate in the form set forth on **EXHIBIT B** hereto, signed by an authorized employee of the Company and submitted to the City on or before December 31, 2028, certifying that, as of the last business day of each of the three consecutive calendar months immediately preceding the month in which such certificate is submitted, the Company employed (A) at least one hundred seventy-five (175) Full-Time Employees at the Facility earning a minimum average hourly wage of $26.10, exclusive of Fringe Benefits and overtime pay, along with all supporting information and materials as shall enable the City to confirm and independently verify the investment, employment, and wage levels so certified by the Company; and

(ii) the City shall remit to the Company the sum of $125,000 within ninety (90) days after the Company furnishes to the City a certificate in the form set forth on **EXHIBIT B** hereto, signed by an authorized employee of the Company and submitted to the City on or before December 31, 2029, certifying that, as of the last business day of each of the three consecutive calendar months immediately preceding the month in which such certificate is submitted, the Company employed (A) at least three hundred fifty (350) Full-Time Employees at the Facility earning a minimum average hourly wage of $26.10, exclusive of Fringe Benefits and overtime pay, along with all supporting information and materials as shall enable the City to confirm and independently verify the employment and wage levels so certified by the Company.

(b) The Company understands, acknowledges, and agrees that the Company shall not be entitled to payment under this Section 3.1(a) for any hiring targets satisfied following the Jobs Target Deadline. All Parties acknowledge that the Company may, at its sole election, simultaneously submit two of the certificates described in subparts (i) and (ii) of Section 3.1(a) hereof. Anything in this agreement or in the foregoing to the contrary notwithstanding, whether express or implied, in no event shall the City be obligated to pay and remit to the Company more than $250,000 pursuant to this Section 3.1. For the avoidance of doubt, anything in this Agreement to the contrary notwithstanding, whether express or implied, the maximum amount payable by the City under this Agreement shall be $250,000.

(c) Anything in the foregoing to the contrary notwithstanding, whether express or implied, no certificate shall be deemed delivered by the Company for purposes of this Section 3.1 unless the Company has included valid wire or similar payment instructions for the City to use in remitting payment to the Company. Payment shall be deemed made if submitted in accordance with said instructions.

(d) City Payments shall be made in the name of the Company or, if directed in writing by the Company and noted on the certificate for payment submitted pursuant to Section 3.1 of this Agreement, in the name of a Company Affiliate designated by the Company.

(e) For the avoidance of doubt, the City shall not be required to make any City Payments if the Company has not satisfied the Capital Investment Target respecting the Facility at the Facility Site.

Section 3.2 Recapture of City Payments.

(a) The Company acknowledges that the payments by the City pursuant to this Article III are based largely on the estimated economic impact that will be realized within the City from the Capital Investment made by the Company respecting the Facility, and additional payroll and job opportunities created by the Company in undertaking the operations of the Facility at the Facility Site described in the recitals to this Agreement, and that those benefits to the City are achieved only if the Company maintains the additional job creation and average minimum hourly wage targets for which, in part, the Company receives City Payments for a period of five (5) years following the earlier to occur of March 1, 2029, or such date as the City shall have remitted the final City Payment to the Company pursuant to Section 3.1 hereof (the "Jobs Maintenance Period"). In consideration thereof, the Company agrees that, within ninety (90) days following the first full calendar year after the Company shall have (i) certified final employment levels pursuant to Section 3.1(a)(ii), if the Total City Payment equals $250,000 or, (ii) if the Company has certified investment and employment levels pursuant to Section 3.1(a)(i), for which the Company received a City Payment less than $250,000 and, prior to having certified any additional employment levels the Company delivers notice to the City (an "Early City Payment Termination Notice") that the Company desires to forfeit any right under this Agreement for the Company to receive a City Payment pursuant to those subsections of Section 3.1(a) for which the Company had not at such time submitted an employment level certification (such date, the "Benchmark Date"), and within ninety (90) days following each annual anniversary of the Benchmark Date, the Company shall report the total average number of Full-Time Employees and the average hourly wage, exclusive of Fringe Benefits and overtime pay, for the twelve (12) calendar months immediately preceding such anniversary. The Company hereby understands, acknowledges, and agrees that, upon delivery of an Early City Payment Termination Notice, the Company shall not be entitled to receipt of any further amounts pursuant to Section 3.1(a) for employees engaged after delivery of such notice, notwithstanding the fact the Company may have hired or otherwise cause to be employed additional Full-Time Employees after the date of such notice.

(b) If, for any year during the Jobs Maintenance Period, the number of Full-Time Employees earning the Jobs Maintenance Period Minimum Average Hourly Pay reported by the Company under subsection (a) above (the "Reported Annual Employee Level") is less than the Base Employment Figure, the Company shall owe the City a payment (a "Recapture Payment") computed as follows:

Recapture Payment = [1 – (Reported Annual Employee Level/Base Employment Figure)] * Total City Payment,

provided; there shall be reduced from any Recapture Payment then owed by the Company the sum of all Recapture Payments theretofore paid by the Company to the City. In addition, if the sum of all Recapture Payments made by the Company to the City under this Section 3.2(b) is equal to the Total City Payment, the Jobs Maintenance Period shall immediately be deemed to cease and the Company shall owe no other funds or amounts to the City that, when added to all Recapture Payments theretofore paid by the Company, exceed the Total City Payment. Anything in this Agreement to the contrary notwithstanding, whether express or implied, under no circumstances shall the Company owe the City more than the Total City Payment pursuant to this Section 3.2. The Parties hereto further understand, acknowledge and agree that the Jobs Maintenance Period shall not occur, and the Company shall not be obligated for any Recapture Payment, if the City does not make a City Payment under this Agreement.

(c) Any Recapture Payment due by the Company under this Section 3.2 shall be paid by the Company to the City within thirty (30) days of being requested by the City.

(d) The right of the City to receive any Recapture Payment shall survive termination of this Agreement.

Section 3.3 Permit Assistance and Expedited Inspection. The City agrees to assign a dedicated project engineer and other City staff for plan reviews, project permitting and construction inspection services respecting the development and construction of the Facility.

Section 3.4 Tax Abatements. The IDB, with the consent of the City and Limestone County, Alabama (the "County"), shall abate the following taxes in favor of the Company to the fullest extent allowed under Chapter 9B of Title 40 of the Code of Alabama 1975, as amended: (i) non-educational sales and use taxes imposed by the State, the City, and the County on tangible personal property and taxable services incorporated into the Facility Site and the Facility, (ii) non-educational ad valorem taxes imposed by the State, the City, and/or the County with respect to the Facility Site and the Facility for a period of 10 years from the October 1st following the C.O. Date for the Facility, and (iii) deed, mortgage and all other similar recording taxes with respect to the Facility whenever such taxes become due and payable; provided, such abatements shall cease in the event of a Closure/Relocation Event. The Local Authorities shall reasonably cooperate with the efforts of the Company in obtaining the abatements described in this Section 3.4.

ARTICLE IV
EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default by the Local Authorities.

(a) Any one or more of the following shall constitute an event of default by the Local Authorities under Article III of this Agreement (a "Local Authority Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the City shall seek or consent

to or acquiesce in the appointment of a receiver of all or substantially all of its property, or the adjudication of the City as a bankrupt, or any assignment by the City for the benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or if a petition or answer is filed by the City proposing the adjudication of the City as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days; or

(ii) the occurrence of any of the following at any time prior to the grant of the abatement set forth in Section 3.4 of this Agreement: (1) the dissolution or liquidation of the IDB, (2) the filing by the IDB of a voluntary petition in bankruptcy, (3) the IDB shall seek or consent to or acquiesce in the appointment of a receiver of all or substantially all of its property, (4) the adjudication of the IDB as a bankrupt, or any assignment by the IDB for the benefit of its creditors, (5) the entry by the IDB into an agreement of composition with its creditors, or (6) if a petition or answer is filed by the IDB proposing the adjudication of the IDB as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days; or

(iii) failure by the City or the IDB to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of sixty (60) calendar days after written notice thereof from the Company to the City or the IDB, as the case may be, unless (A) the Company shall agree in writing to an extension of such period prior to its expiration, or (B) during such 60-day period or any extension thereof, the City or the IDB, as the case may be, has commenced and is diligently pursuing appropriate corrective action.

(b) If a Local Authority Event of Default occurs, the Company shall have available the right and remedy of specific performance and mandamus; provided, however, for the avoidance of doubt the Company shall not be entitled to any punitive, incidental, consequential, business interruption, or other damages, whether arising at law, in equity or otherwise.

Section 4.2 Events of Default by the Company.

(a) Any one or more of the following shall constitute an event of default by the Company under this Agreement (a "Company Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or

pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) at any time prior to the completion by the Company of its obligations and commitments hereunder, the Company is dissolved or liquidated, or the filing the Company of a voluntary petition in bankruptcy, or the Company seeking or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the Company as a bankrupt, or any assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or if a petition or answer is filed by the Company proposing the adjudication of it as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days; or

(ii) failure by the Company to perform or observe their agreements or covenants contained in Article II or Section 3.2 of this Agreement, which failure shall have continued for a period of sixty (60) calendar days after written notice thereof from the City to the Company, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, or (B) during such 60-day period or any extension thereof, the Company has commenced and is diligently pursuing appropriate corrective action.

(b) If a Company Event of Default occurs, the sole and exclusive remedy of the City and the IDB shall be termination of the Local Authorities' obligations under this Agreement and recapture of the City Payments in accordance with Section 3.2 above. For the avoidance of doubt, in no event shall the City or the IDB be entitled to any punitive, incidental, consequential, or other damages, whether arising at law, in equity or otherwise.

Section 4.3 Remedies Subject to Applicable Law. All rights, remedies and powers provided in this Article IV may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article IV are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.1 Severability; Enforceability. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

Section 5.2 Term. Unless sooner terminated in accordance with the terms hereof, the term of this Agreement shall commence on the Effective Date and expire on the eighth (8^{th}) anniversary of the date of this Agreement or, if earlier, such date following one hundred twenty (120) days after the fifth (5^{th}) anniversary of the Benchmark Date so long as the Company shall

have completed and made all payments to the City required, if any, under this Agreement (the "Term"); provided, any Recapture Payments owed by the Company to the City hereunder shall survive expiration of such Term.

Section 5.3 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the transactions described herein, and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by each of the Parties hereto.

Section 5.4 Counterparts; Assignment.

(a) This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement.

(b) This Agreement is not assignable by either Party hereto except upon the written consent of the other Party hereto; provided, however, that, as respects the Company, the Company shall have the right at any time to assign all its rights and obligations in and to this Agreement or any part thereof to any Affiliate of the Company that agrees to assume assigned obligations of the Company in and to this Agreement, the Facility, and all other operations within the Facility; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the assignee under this Agreement unless specifically excused therefrom by the City, to be expressed in writing and consented to in writing by an authorized representative of the City, which such consent shall not be unreasonably conditioned, withheld, or delayed.

Section 5.5 Binding Effect; Governing Law; Construction of Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama without regard to Alabama's conflict of laws' provisions. The Parties agree that this Agreement has been negotiated and drafted at arm's-length and that no ambiguity or inconsistency in any term shall be construed or interpreted against either Party due to such Party being deemed the primary drafter of this Agreement or of the provision in question.

Section 5.6 Notices.

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the Party or to an officer of the Party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

(i) If to the City:

The City of Huntsville
308 Fountain Circle
8th Floor
Huntsville, AL 35801

Attn: City Attorney

(ii) If to the IDB:

The Industrial Development Board of the City of Huntsville
c/o Chamber of Commerce of Huntsville/Madison County
225 Church Street
Huntsville, AL 35801
Attn: Chairman

(iii) If to the Company:

SPX Enterprises, LLC
7401 W. 129th Street
Overland Park, Kansas 66213
Attention: General Counsel

(b) In addition, the parties hereto agree that Notices may be sent electronically to any electronic address provided by a party from time to time. Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.

(c) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. Notice sent by electronic mail shall be deemed to be received upon the sender's receipt of an electronic confirmation of delivery.

Section 5.7 Liabilities of the Local Authorities. Any provision hereof to the contrary notwithstanding, the Parties agree and acknowledge that the obligations and commitments of the Local Authorities as set forth in this Agreement is limited by the limitations imposed by Alabama law.

Section 5.8 Survival of Covenants. The covenants in this Agreement shall not terminate until they have been fully performed or have expired by their terms.

Section 5.9 No Waiver. No consent or waiver, express or implied, by either Party hereto to any breach or default by any other Party in the performance by such other Party of its obligations and commitments hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations or commitments of such Party hereunder. Failure on the part of either Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of either Party hereto shall be construed to be a waiver or limit the need for such consent in any other or subsequent instance.

Section 5.10 Venue.

(a) Subject to the provisions of Sections 4.1, 4.2 and 4.3 of this Agreement, whenever either Party shall default in the performance of any of its obligations or commitments under this Agreement, the other Party may take whatever legal proceeding (including actions for specific performance to the extent provided by law) as shall be necessary or desirable to enforce any agreement or condition contained herein or any other obligation of the defaulting Party imposed by law. The Parties hereto recognize, and will not object to, an action for specific performance.

(b) Each of the Parties irrevocably submits to the jurisdiction of the Alabama state courts sitting in Limestone County, Alabama (collectively, the "Courts") over any suit, action or proceeding arising out of or relating to this Agreement or any transaction undertaken in connection therewith (an "Agreement Action"); and waives, to the fullest extent permitted by law, any objection or defense that such Party may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any Agreement Action brought in any of the Courts.

Section 5.11 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture among the Parties and their respective permitted successors and assigns.

Section 5.12 Headings. The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

Section 5.13 No Third-Party Beneficiaries. This Agreement is intended only for the benefit of the signing Parties hereto, and neither this Agreement, nor any of the rights, interest, obligations or commitments hereunder, is intended for the benefit of any other person or third-party.

ARTICLE VI
DEFINITIONS

All initially capitalized terms not otherwise defined herein shall have the following meanings:

"Affiliate" of any specified entity shall mean any other entity directly or indirectly Controlling or Controlled by or under direct or indirect common control with, or which directly or indirectly owns voting securities of an entity directly or indirectly Controlled by, such specified entity. For the avoidance of doubt, the term "Affiliate" shall mean, as respects the Company, each of SPX Cooling Tech and Ingenia Technologies.

"Base Employment Figure" shall mean:

(1) 298 (representing the product of 0.85 times the 350 Full-Time Employees earning the Jobs Maintenance Period Minimum Average Hourly Pay), if the Company certifies employment pursuant to Section 3.1(a)(ii) and the Total City Payment is to equal $250,000, or

(2) 149 (representing the product of 0.85 times the 175 Full-Time Employees earning the Jobs Maintenance Period Minimum Average Hourly Pay), if the Company did not certify employment pursuant to Section 3.1(a)(ii), but did certify employment pursuant to Section 3.1(a)(i) and the Total City Payment is equal to $125,000.

"Base Full-Time Employees" shall mean 350 Full-Time Employees earning an average hourly wage of $26.10 exclusive of Fringe Benefits and overtime pay.

"Capital Investment" shall have the meaning as provided in Section 40-18-370 of the Code of Alabama (1975), as amended.

"Closure/Relocation Event" means either (i) the Facility is closed for a period in excess of one hundred eighty (180) consecutive days (other than temporary closures to the extent necessary to complete renovations, restoration or repairs, or (ii) the Company relocates all or substantially all of its operations conducted at the Facility Site to a location outside the corporate limits of the City prior to the end of the period for which taxes are abated pursuant to Section 3.5 hereof.

"Control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "Controlling" and "Controlled" have meanings correlative to the foregoing.

"Fringe Benefits" shall mean all non-wage consideration paid or otherwise provided to Full-Time Employees, including, but not limited to, health insurance, retirement benefits, life insurance, workers' compensation, unemployment compensation, and the employer portion of FICA taxes.

"Full-Time Employee" shall mean a person that is:

(1) being paid directly by the Company or an Affiliate of the Company for not less than 36 hours per week, is employed in the City, and who the Company or an Affiliate of the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Labor on returns or reports filed with the foregoing, including but not limited to, IRS Form 941, or

(2) an employee of a direct contractor of the Company, or an Affiliate of the Company, who is paid by the Company's or by the said Affiliate's direct contractor for working in the City for not less than thirty-six (36) hours per week, or

(3) a person working under a contract with the Company or an Affiliate of the Company for working in the City for not less than thirty-six (36) hours per week.

Notwithstanding the above, the definition of "Full-Time Employee" for purposes of this Agreement shall not include an unskilled temporary employee or a worker performing construction work on buildings or other structures in connection with the Facility. All Full-Time Employees shall be eligible to receive any Fringe Benefit provided by the Company or an Affiliate of the Company.

"Jobs Maintenance Period Minimum Average Hourly Pay" shall mean, for any group of Full-Time Employees reported or certified by the Company pursuant to Section 3.2 of this Agreement, an average hourly wage of $26.10, exclusive of Fringe Benefits and overtime pay for such Full-Time Employees.

"Total City Payment" shall mean the total amount paid by the City to the Company pursuant to Section 3.1 hereof.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the City and the Company have each caused this Agreement to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the Effective Date.

CITY:

CITY OF HUNTSVILLE, ALABAMA

By:_____
Mayor

(SEAL)

ATTEST

By:_____

Its:_____

IDB:

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HUNTSVILLE

By:_____
Chairman

(SEAL)

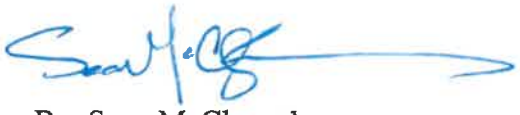
ATTEST

By:_____

Its:_____

COMPANY:

SPX Enterprises, LLC



By: Sean McClenaghan

Its: Segment President - HVAC

EXHIBIT A
FACILITY SITE

7700 Gunters Way, Building 2, Huntsville, Alabama 35756

EXHIBIT B
FORM OF REQUEST FOR CITY PAYMENT

REQUEST FOR CITY PAYMENT

Date: _____, 20__
Payment Amount: [$_____] (the "Payment Amount")
Applicable Project Development Agreement Section: [Section 3.1(a)(i)]/[Section 3.1(a)(ii)]

Pursuant to the Project Development Agreement dated _____, 2026 (the "Project Development Agreement") between the City of Huntsville (the "City"), The Industrial Development Board of the City of Huntsville, and SPX Enterprises, LLC, [a]/[an] [_____] limited liability company (the "Company"), the Company hereby represents, declares, and certifies as follows:

(a) The Company hereby requests payment of the Payment Amount pursuant to [Section 3.1(a)(i)]/[Section 3.1(a)(ii)] of the Project Development Agreement.

(b) The Company hereby certifies that, (1) as of the date hereof, the Company has made a Capital Investment at the Facility that is at least equal to the Capital Investment Target; and (2) as of the last business day of each month of (i) _____, 20__ ("Month 1"), (ii) _____, 20__ ("Month 2"), and (iii) _____, 20__ ("Month 3"), the Company had employed Full-Time Employees in the City , as follows:

	Month 1	Month 2	Month 3	Average
Full-Time Employees				
Average Hourly Wage Salary[(1)]				
Full-Time Employees				
Average Hourly Wage Salary[(1)]				

[(1)] Excludes Fringe Benefits and overtime pay.

(c) Attached hereto is all supporting information and materials as shall enable the City to confirm and independently verify the investment, employment, and wage levels so certified by the Company.

(d) The Company is not in default of its obligations under the Project Development Agreement.

(e) The following are the wire or payment instructions to use in remitting the Payment Amount to the Company (or the Company's designee as noted below):

_____
_____
_____

(f) Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Project Development Agreement (including all exhibits thereto).

IN WITNESS HEREOF, the undersigned has executed and delivered this certificate to the City this ____ day of _____, 20__.

SPX Enterprises, LLC

By: _____

Title: _____

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-98

Department: Urban Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Solar Lease Option Agreement among the City of Huntsville, Madison County, Alabama, and Eurus Solar Holdings, LLC.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6495

Department: Urban Development

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Solar Lease Option Agreement among the City of Huntsville, Madison County, Alabama, and Eurus Solar Holdings, LLC.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 26-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into an Solar Lease Option Agreement, between and among the City of Huntsville, an Alabama municipal corporation and Madison County, Alabama, collectively, as Optionor, and Eurus Solar Holdings LLC, a Delaware limited liability company, as Optionee, which said agreement is substantially in words and figures as that certain document attached hereto and identified as "Solar Lease Option Agreement between the City of Huntsville, Madison County, Alabama and Eurus Solar Holdings LLC," consisting of eleven (11) pages including exhibits, and the effective date of January 22, 2026, appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized to execute the Solar Lease Option Agreement, on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, including the authority to amend said document and/or the authority to execute all such documents or instruments relevant and/or relating to effect and complete the real estate transaction contemplated therein.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville, Alabama

SOLAR LEASE OPTION AGREEMENT

This Solar Lease Option Agreement("**Agreement**"), dated _____ ____, 2026 (the "**EffectiveDate**"), is made by and between **CITY OF HUNTSVILLE**, an Alabama municipal corporation with an address of 305 Fountain Square, Huntsville, AL 35801 and **MADISON COUNTY, ALABAMA**, with an address of 100 North Side Square, Huntsville, Alabama 35801 (collectively ("**Optionor**"), and **EURUS SOLAR HOLDINGS LLC**, a Delaware limited liability company, with an address of 9255 Towne Centre Drive, Suite 800, San Diego, California 92121 ("**Optionee**"), and is entered into with reference to the following:

RECITALS

A. Optionee desires to obtain an exclusive option to lease (the "**Option**") the property identified on Exhibit A attached hereto and incorporated herein by reference, and as depicted on Exhibit B attached hereto and incorporated herein (the "**Property**") for purposes of conducting due diligence activities pursuant to that certain Advisory Services Agreement by and between Optionee and Huntsville Utilities (the "**Advisory Agreement**") and potentially constructing, equipping, and owning and operating a solar-powered electrical power generation and transmission project (the "**Project,**" also known as "**Project Gemini**"), including any necessary easements for access, ingress, egress, utilities and transmission facilities (the "**Easements**")related to the Project.

B. Subject to the terms and conditions of this Agreement, Optionor desires to grant the option to lease the Property to Optionee and obtain the Easements for the benefit of Optionee on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into and made an integral part of this Agreement, the amounts to be paid by Optionee to Optionor hereunder and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionee and Optionor hereby agree as follows:

1. **Project.** This Agreement relates to the Project, described above, which may be located on the Property should Optionee exercise its rights pursuant to this Agreement. The Project also includes the Easements that may be located on the Property or adjacent property. The ease, Easements and any other right, title or interest of Optionee in the Property are sometimes collectively referred to as the "**Option Property**."

2. **Exclusive Option.** Optionor grants to Optionee or an Optionee Affiliate (as hereinafter defined) the Option to lease the Property, and Optionee shall be granted access to such Property immediately following the execution of this Agreement. Upon Optionee's exercise of the Option, the parties shall negotiate and enter into the Lease (as hereinafter defined) and shall execute any such mutually-agreeable easements or right-of-way agreements as may be necessary to acquire the Easements for the Project. As used herein, "**Optionee Affiliate**" means any entity whether incorporated or not, that is a wholly-owned subsidiary of Optionee.

2.1 **Option Term**. The Option term shall commence on the Effective Date and continue until the earlier of (a) twenty four (24) months after the Effective Date, or (b) the date on which Optionee has either delivered an Exercise Notice (as defined below), or (c) the parties have executed the Lease (such period being the "**Initial Term**"). So long as Optionee is not then in default under this Agreement, Optionee, with written notice to Optionor delivered at least thirty (30) days prior to the end of the Initial Term, shall have the right to extend the Initial Term for an additional period of twelve (12) months after the expiration of the Initial Term (a "**Renewal Term,**" and collectively with the Initial Term, the "**Option Term**"). This

President of the City Council of the City of Huntsville, Alabama
Date: January 22, 2026

Agreement shall automatically terminate and shall be deemed void should Optionee fail to exercise the Option within the Option Term.

2.2 **Option Payment**. As initial consideration for the granting of the Option, Optionee agrees to pay Optionor the sum of One Thousand and 00/100 Dollars ($1,000.00) ("**Option Payment**"). The Option Payment shall be paid by Optionee to Optionor within thirty (30) days after the receipt of an invoice from Optionor. If the Initial Term is renewed for a Renewal Term, Optionee shall pay Optionor an additional $1,000 (the "Renewal Payment").

2.3 **Property Access**. During the Option Term, Optionee and its employees, agents and contractors shall have the right and license to enter upon the Property, including the right of ingress and egress over, under, upon, and across the Property for the purposes of (i) installing, maintaining, operating, inspecting and removing one or more solar monitoring devices and all associated activities, and including the performance of all tests and studies associated therewith including drilling, boring, and similar activities; (ii) surveying the Property; and (iii) conducting necessary environmental or similar studies, including by not limited to, a wildlife study, avian and cultural resources study and wetlands delineation study (together with any Invasive Studies or other investigations of the Option Property, "**Due Diligence**"). Optionee shall indemnify, defend and hold Optionor harmless from and against any damage to property, personal injury or death arising from or in any way related to Optionee's entry onto the Property and conducting any Due Diligence or Invasive Studies thereon. Optionee shall obtain and maintain throughout the term of this Agreement commercial general liability and such other insurance as Optionor may reasonably require that names Optionor as an additional insured, has coverage limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, and other terms reasonably acceptable to Optionor, within 14 days of the execution of the Agreement. Additionally, during the Option Term, Optionee may perform other studies, including, without limitation, environmental, and geotechnical investigation to determine the suitability of the soils for the Project ("**Invasive Studies**"). Following the performance of any Due Diligence activities or permitted Invasive Studies, Optionor hereby acknowledges and agrees that all studies, reports, surveys, investigations, and other information gathered by Optionee in connection with this Agreement and/or the Advisory Agreement (collectively, the **"Due Diligence Materials"**) shall be and hereby are the sole and exclusive property of Optionee. In the event this Agreement expires or terminates, or Optionee, Optionor, and Huntsville Utilities do not enter into a Development Agreement, or Optionee and Huntsville Utilities do not enter into a Power Purchase Agreement, or either such agreement shall terminate, Optionor shall return all Due Diligence Materials, within its possession or control, to Optionee within thirty (30) days after written demand. Optionor represents and warrants Optionor shall not utilize the Due Diligence Materials and the information gathered in connection with this Agreement in any manner other than in connection with Project Gemini as contemplated by this Agreement, the Advisory Agreement, or the Power Purchase Agreement.

2.4 **Right to Grant Option**. Optionor warrants and represents to Optionee that (i) Optionor has the authority to grant this Option to Optionee without the consent or approval of any other party; and (ii) there are no other existing options, rights of first refusal, contracts to purchase, leases, deeds of trust, or mortgages that would interfere with or prevent Optionee from exercising its rights with respect to the Option.

2.5 **Exercise of Option**. Optionee may exercise the option for all the Property or a portion of the Property by giving written notice to Optionor ("**Exercise Notice**") at any time on or before the expiration of the Option Term.

Termination of Option. If Optionee fails to exercise this Option within the Option Term, the Option and the Optionee's rights as the optionee hereunder shall automatically terminate. Optionee's indemnification obligation, Optionor's obligation to return all Due Diligence Materials in Section 2.3 and

Optionor's Confidentiality obligations in Section 5 shall survive the expiration or termination of this Agreement.

3. **Basic Terms of Lease**. Following Optionee's exercise of the Option, the parties agree to work in good faith with one another to negotiate and enter into a lease of the Property (the "**Lease**"), to contain such terms and conditions as are mutually agreed upon by the parties. Any Lease subsequently executed by the parties shall be drafted to comply with all local and state requirements for Leases and shall contain mutually agreeable commercial and compliance terms for a Project of the same or similar size and type located in the State of Alabama. Final boundaries of the Property leased for the Project shall be contained in the Lease and shall be determined by Optionor, in its sole and absolute discretion, provided, said boundaries shall not so materially deviate from those shown in Exhibit A as to have a negative impact on the proposed Project. The Lease shall contain the following basic provisions as well as such other provisions as set forth in the Lease:

3.1 The Lease shall commence on the date (the "**Commencement Date**") the Lease has been executed by Optionor, as landlord ("**Landlord**"), and Optionee or its permitted assigns, as tenant ("**Tenant**").

3.2 The term of the Lease shall be for a period commencing on the Commencement Date and ending and terminating on the date which is thirty-five (35) years after the Commencement Date (the "**Termination Date**").

3.3 Rent shall be in the amount of One Thousand and No/100 Dollars ($1,000.00) per acre per year ("**Rent**"). Rent payments shall commence on the Commencement Date and shall be paid annually on the anniversary of the Commencement Date until the Termination Date.

3.4 Tenant shall be responsible for paying all property taxes, personal property taxes, costs, expenses, insurance, and all other charges or fees incurred by Tenant or in connection with the construction, operation, and maintenance of the Project.

3.5 The Property shall be used solely for the construction, development, operation, and maintenance of the Project.

3.6 Tenant shall be responsible for the payment of all gas, electric, water, and sewer utilities consumed by Tenant in connection with the Project and its use of the Property.

4. **Notice**. All notices, approvals, disapprovals or elections required or permitted to be given under this Agreement shall be in writing and sent by certified or registered mail, return receipt requested, or Federal Express or other professional carrier, to the parties at the addresses described below, or at such other addresses as shall be designated by Optionee or Optionor in writing. Except as expressly set forth in this Agreement, notices shall be deemed given upon delivery or tender of delivery to the intended recipient. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notice shall be delivered by name and address to the party or person intended as follows:

Notice to Optionor: City of Huntsville
305 Fountain Square
Huntsville, AL 35801
Attention: Jim McGuffey

Madison County Commission

100 West Side Sq.
Huntsville, AL 35801
Attention: Mac McCutcheon, Chairman

With copies to:
Lanier Ford
2101 West Clinton Ave., Suite 102
Huntsville, AL 35805
Attention: Katherine Beasley

Madison County
100 West Side Sq.
Huntsville, AL 35801
Attention: Jeff Rich, County Attorney

Notice to Optionee: Eurus Solar Holdings LLC
9255 Towne Centre Drive, Suite 800
San Diego, California 92121
Attention: Carmine Farnan

With a Copy to:
Eurus Energy America Corporation
9255 Towne Centre Drive
Suite 800
San Diego, California 92121
Attn: Brad White, General Counsel

And With a Copy to:
Butler Snow LLP
200 Westside Square, Suite 100
Huntsville, AL 35801
Attention: Leslie Caren Sharpe

5. **Confidentiality**. Optionor hereby agrees that the Due Diligence Materials, the information gathered by Optionee in connection with this Agreement and the Project shall be considered "Confidential Information," and such Confidential Information shall be used by Optionor solely in connection with Project Gemini. Optionor shall not reveal, disclose, disseminate, publish or communicate to any other persons, parties or entities any Confidential Information, without the prior written consent of Optionee, except: (a) on an "as needed" basis (e.g., attorneys, engineers, architects, consultants, joint venture parties, lenders, etc.), or (b) to an applicable governmental authorities and made in connection with an application, submittal, or acquisition of a necessary Project approval or permit. Optionor shall not divulge the contents of the Confidential Information to any party except in connection with applicable law, a court order or other legal process, and shall otherwise act in strict accordance with the confidentiality standards set forth in this Section 5. Confidential Information shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Huntsville Utilities, Optionor, or Optionee, (b) was available to Optionor on a non-confidential basis prior to its disclosure, (c) becomes available to Optionor on a non-confidential basis from another person who is not otherwise bound by a confidentiality agreement not to transmit the information, or (d) is independently developed by any employee or agent of Huntsville Utilities or Optionor who did not have access to the Confidential Information. Notwithstanding anything to the contrary herein, Optionee understands, acknowledges, and agrees that both the City Council of the City of Huntsville, Alabama, and the Madison County Commission must approve this Agreement at meetings open

to the general public, and once placed on a City Council or County Commission agenda, the contents of this Agreement become public. The provisions of this Section 5 shall survive the termination or expiration of this Agreement for a period of one (1) year.

6. **Miscellaneous Provisions**.

6.1 **Further Assurance**. The parties hereto shall at all times hereafter execute any documents and do any further acts which may be reasonably necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.

6.2 **Amendments**. This Agreement shall not be amended or modified in any way except by an instrument signed by Optionor and Optionee.

6.3 **Severability**. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

6.4 **Governing Law**. This Agreement shall be governed by the applicable laws of the State of Alabama without regard to its conflict of law provisions. Madison County, Alabama, shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement, and the parties hereto expressly consent to such forum or jurisdiction.

6.5 **Waiver of Jury Trial**. EACH PARTY HERETO WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THIS AGREEMENT, THE PROPERTY, OPTIONEE PROPERTY, IMPROVEMENTS OR THE PROJECT OR ANY DEFENSE, CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

6.6 **Entire Agreement**. This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.

6.7 **Effect of Termination**. Notwithstanding any other provision of this Agreement to the contrary, any termination of this Agreement pursuant to the terms hereof shall not release either Party from liabilities, obligations or indemnities arising prior to the effective date of such termination or which survive the termination hereof.

6.8 **No Waiver**. No waiver by either party of any provision of this Agreement shall be deemed to be a waiver of any provision hereof or of any subsequent breach by the other party.

6.9 **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

6.10 **Successors & Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors, assigns and personal representatives of the parties. Optionee may not assign this Agreement except to an Optionee Affiliate.

6.11 **Effective Date**. The Effective Date of this Agreement shall be the date it was executed by the last of the parties to execute the same.

[*Signatures on Next Page*]

IN WITNESS WHEREOF, Optionor and Optionee have executed or caused their duly authorized representative to execute this Agreement on the date first above written.

OPTIONOR:

CITY OF HUNTSVILLE

By:_____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

MADISON COUNTY, ALABAMA

By:_____
Mac McCutcheon, Chairman

ATTEST:

By: _____
Kevin Jones, County Administrator

OPTIONEE:

EURUS SOLAR HOLDINGS LLC

By:_____

Name:_____

Title:_____

EXHIBIT A

Description of the Property

TRACT A – MADISON COUNTY PARCEL: 25-05-21-3-000-027.000

That certain tract of land lying and being in Section 21, Township 5 South, Range 2 West of the Huntsville Meridian.

Said tract being a portion of the property conveyed to Madison County, Alabama, and the City of Huntsville Alabama in Deed Book 760, Page 20 as recorded in the Office of the Judge of Probate for Madison County, Alabama, and being more particularly described as follows:

Commencing at the southwest corner of Section 21, Township 5 South, Range 2 West of the Huntsville Meridian; thence South 88 Degrees 35 Minutes 44 Minutes East a distance of 44.24 to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS (typical) set, said point marking the east right-of-way of Wall Triana Highway and the Point of Beginning of the herein described tract having established grid coordinates of (N) 1486451.35, (E) 378818.77 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence along said right-of-way North 2 Degrees 02 Minutes 16 Seconds East a distance of 1931.54 feet to a #5 rebar set marking the south right-of-way of Sixth Street; thence leaving said east right-of-way and along the south right-of-way of said Sixth Street South 88 Degrees 32 Minutes 29 Seconds East a distance of 250.55 feet to a #5 rebar set at the point of curvature of a curve to the to the right, having a radius of 555.74 feet, the chord of which is South 68 Degrees 54 Minutes 20 Seconds East for a distance of 346.96 feet; thence along the arc of said curve 352.85 feet to a #5 rebar set at the point of tangency of said curve; thence South 46 Degrees 37 Minutes 13 Seconds East a distance of 298.34 feet to a #5 rebar set at the point of curvature of a curve to the left, having a radius of 1367.06 feet, the chord of which is South 53 Degrees 44 Minutes 28 Seconds East for a distance of 348.15 feet; thence along the arc of said curve 349.09 feet to a #5 rebar set at the point of tangency of said curve; thence South 63 Degrees 13 Minutes 21 Seconds East a distance of 1133.27 feet to a #5 rebar set; thence South 61 Degrees 33 Minutes 50 Seconds East a distance of 567.88 feet to a #5 rebar set marking the west boundary of a tract of land conveyed to the Town of Triana in Deed Book 590, Page 718 as recorded in the Office of the Judge of Probate for Madison County, Alabama; thence leaving said right-of-way and along the west boundary of said Triana tract South 1 Degrees 40 Minutes 23 Seconds West a distance of 672.08 feet to a #5 rebar found marking the south boundary of said Section 21; thence leaving said west boundary and along the south boundary of said Section 21 North 88 Degrees 35 Minutes 44 Seconds West a distance of 2632.70 feet to the POINT OF BEGINNING.

The above-described tract contains 81.23 acres (3538564.449 sq. ft.) more or less.

TRACT A1 – MADISON COUNTY PARCEL: 25-05-21-3-000-027.000

That certain tract of land lying and being in Section 21, Township 5 South, Range 2 West of the Huntsville Meridian.

Said tract being a portion of the property conveyed to Madison County, Alabama, and the City of Huntsville Alabama in Deed Book 760, Page 20 as recorded in the Office of the Judge of Probate for Madison County, Alabama, and being more particularly described as follows:

Commencing at the southwest corner of Section 21, Township 5 South, Range 2 West of the Huntsville Meridian; thence along the west boundary of said Section 21 North 2 Degrees 07 Minutes 53 Seconds East a distance of 2008.15 feet; thence leaving said Section line South 88 Degrees 35 Minutes 23 Minutes East a distance of 1986.85 feet to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS (typical) set, said point

marking the Point of Beginning of the herein described tract having established grid coordinates of (N) 1488412.38, (E) 380835.54 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence South 88 Degrees 42 Minutes 56 Seconds East a distance of 250.87 feet to a #4 rebar found marking the south boundary of a tract of land conveyed to Kimberly Doughty in Deed Book 2023, Page13936 as recorded in the Office of the Judge of Probate for Madison County, Alabama; thence along the south boundary of said Doughty tract South 88 Degrees 44 Minutes 41 Seconds East a distance of 209.23 feet to a #4 rebar found marking the south boundary of a tract of land conveyed to the Estate of Carolyn Barlett in Deed Book 2015, Page 312300 as recorded in the Office of the Judge of Probate for Madison County, Alabama; thence along the south boundary of said Barlett tract South 88 Degrees 44 Minutes 41 Seconds East a distance of 178.66 feet to a #5 rebar set marking the west right-of-way of Lakeside Drive; thence leaving said south boundary and along said right-of-way South 14 Degrees 47 Minutes 41 Seconds West a distance of 37.42 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 478.46 feet, the chord of which is South 11 Degrees 25 Minutes 03 Seconds West for a distance of 77.68 feet; thence along the arc of said curve 77.76 feet to the point of tangency of said curve; thence South 4 Degrees 23 Minutes 29 Seconds West a distance of 52.73 feet to a #5 rebar set; thence South 2 Degrees 12 Minutes 03 Seconds West a distance of 1047.53 feet to a #5 rebar set marking the north right-of-way of Sixth Street; thence leaving said west right-of-way and along the north right-of-way of Sixth Street North 61 Degrees 30 Minutes 37 Seconds West a distance of 451.53 feet to a #5 rebar set; thence North 63 Degrees 13 Minutes 10 Seconds West a distance of 222.63 feet to a #5 rebar set marking the east boundary of a tract of land conveyed to Alonzo and Carol Toney (no deed reference found); thence leaving said right-of-way and along the east boundary of said Alonzo tract North 1 Degrees 38 Minutes 56 Seconds East a distance of 910.46 feet to the POINT OF BEGINNING.

The above-described tract contains 14.89 acres (648568.550 sq. ft.) more or less.

TRACT A2 – MADISON COUNTY PARCEL: 25-05-21-3-000-027.000

That certain tract of land lying and being in Section 21, Township 5 South, Range 2 West of the Huntsville Meridian.

Said tract being a portion of the property conveyed to Madison County, Alabama, and the City of Huntsville Alabama in Deed Book 760, Page 20 as recorded in the Office of the Judge of Probate for Madison County, Alabama, and being more particularly described as follows:

Commencing at the southwest corner of Section 21, Township 5 South, Range 2 West of the Huntsville Meridian; thence along the west boundary of said Section 21 North 2 Degrees 07 Minutes 53 Seconds East a distance of 2008.15 feet; thence South 88 Degrees 35 Minutes 23 Minutes East a distance of 341.47 feet to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS (typical) set marking the north right-of-way of Sixth Street, said point marking the Point of Beginning of the herein described tract having established grid coordinates of (N) 1488450.79, (E) 379190.60 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence leaving said right-of-way and along the south boundary of a tract of land conveyed to the Murphy Family Limited Partnership in Deed Book 979, Page 351 as recorded in the Office of the Judge of Probate for Madison County, Alabama; South 88 Degrees 35 Minutes 23 Seconds East a distance of 1233.38 feet to a iron rod found with a square head marking the southeast corner of said Murphy tract; thence leaving said south boundary South 88 Degrees 35 Minutes 23 Seconds East a distance of 166.07 feet to a #5 rebar set marking the northwest corner of a tract of land conveyed to Alonzo and Carol Toney (no deed reference found); thence along the west boundary of said Alonzo tract South 1 Degrees 39 Minutes 56 Seconds West a distance of 793.98 feet to a #5 rebar set marking the north right-of-way of Sixth Street; thence leaving said west boundary and along said right-of-way North 63 Degrees 13 Minutes 26 Seconds West a distance of 638.43 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 1287.06 feet, the chord of which is North 53 Degrees 42 Minutes 08 Seconds West for a distance of 326.28 feet; thence along the arc of said curve 327.16 feet to a #5 rebar set marking the point of tangency of said curve; thence North 46 Degrees 39 Minutes 52 Seconds West a distance of 304.27 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 635.74 feet, the chord of which is

North 66 Degrees 42 Minutes 16 Seconds West for a distance of 350.25 feet; thence along the arc of said curve 354.84 feet to the POINT OF BEGINNING.

The above-described tract contains 12.97 acres (565146.927 sq. ft.) more or less.

AND

TRACT B – MADISON COUNTY PARCEL: 25-08-28-0-000-001.000

That certain tract of land lying and being in Section 28, Township 5 South, Range 2 West of the Huntsville Meridian.

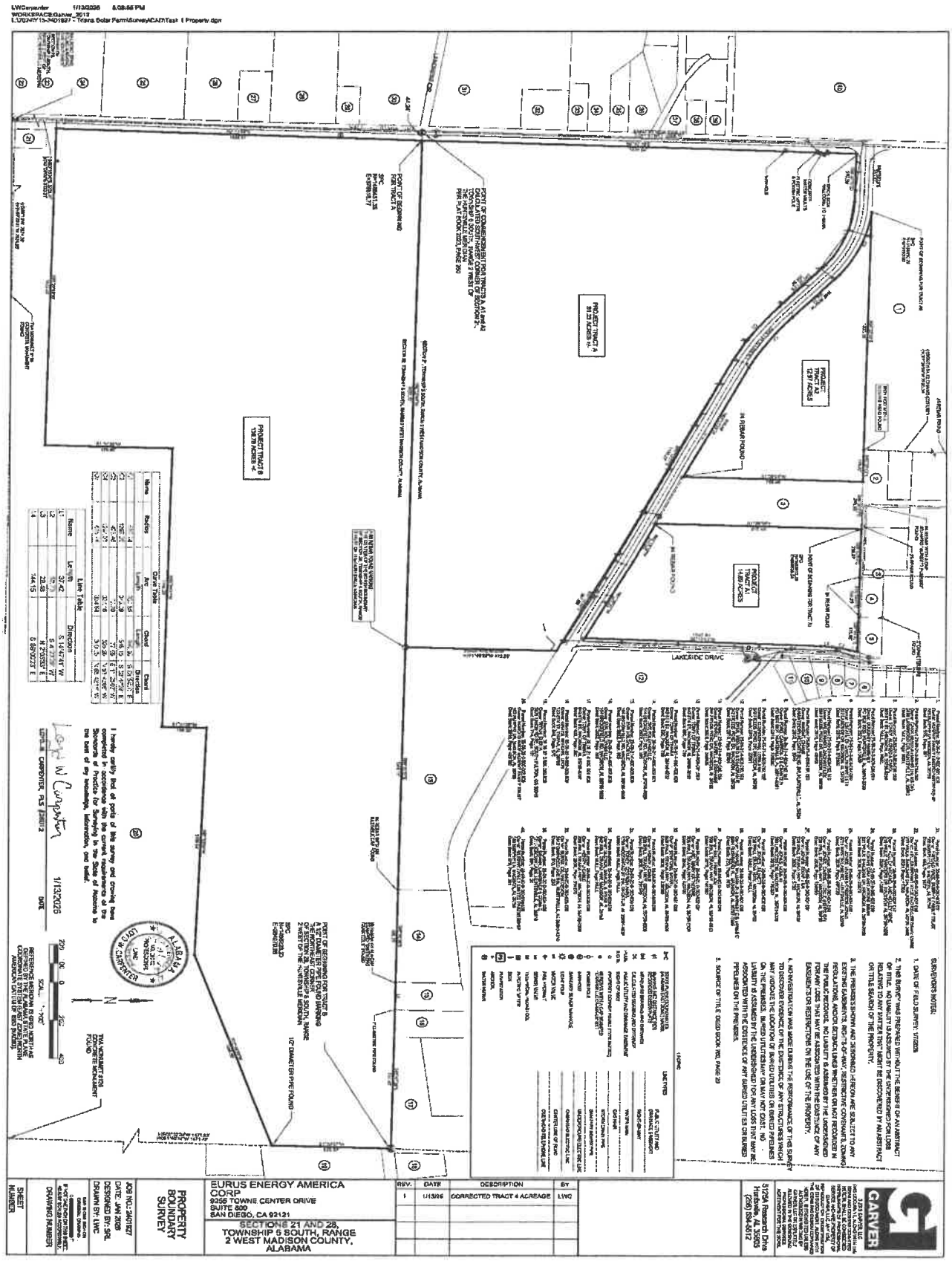
Said tract being a portion of the property conveyed to Madison County, Alabama, and the City of Huntsville Alabama in Deed Book 760, Page 20 as recorded in the Office of the Judge of Probate for Madison County, Alabama, and being more particularly described as follows:

Beginning at a ½ inch diameter pipe found marking the northeast corner of Section 28, Township 5 South, Range 2 West of the Huntsville Meridian having established grid coordinates of (N) 1486328.23, (E) 384070.88 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83); thence South 1 Degrees 33 Minutes 37 Seconds West a distance of 525.37 feet to a ½ inch diameter pipe found marking the north boundary of a tract of land conveyed to Alan Wade Murphy, Sr., as Trustee of the Harold Wade Murphy Family Trust in Deed Book 2010, Page 469180 as recorded in the Office of the Judge of Probate for Madison County, Alabama; thence along the north boundary of said Murphy tract South 70 Degrees 48 Minutes 55 Seconds West a distance of 1055.83 feet to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS (typical) set; thence North 87 Degrees 33 Minutes 56 Seconds West a distance of 1190.04 feet to a #5 rebar set; thence South 1 Degrees 37 Minutes 09 Seconds West a distance of 198.00 feet to a #5 rebar set; thence North 88 Degrees 20 Minutes 37 Seconds West a distance of 1448.20 feet to a #5 rebar set; thence South 1 Degrees 37 Minutes 09 Seconds West a distance of 570.90 feet to a #5 rebar set; thence North 88 Degrees 27 Minutes 46 Seconds West a distance of 1645.43 feet to a #5 rebar set marking the east right-of-way of Wall Triana Highway; thence leaving said north boundary and along said right-of-way North 2 Degrees 11 Minutes 58 Seconds East a distance of 1628.51 feet to a #5 rebar set marking the north boundary of said Section 28; thence leaving said right-of-way and along said section line South 88 Degrees 35 Minutes 44 Seconds East a distance of 2632.70 feet to a #5 rebar found; thence South 88 Degrees 35 Minutes 37 Seconds East a distance of 1266.11 feet to a #5 rebar with an illegible cap found; thence South 88 Degrees 50 Minutes 56 Seconds East a distance of 486.20 feet to a #5 rebar found with a cap Stamped "Smith Eng CA#00122LS"; thence South 89 Degrees 00 Minutes 23 Seconds East a distance of 144.15 feet to a ½ inch diameter pipe found; thence South 88 Degrees 47 Minutes 36 Seconds East a distance of 724.42 feet to the POINT OF BEGINNING.

The above-described tract contains 136.78 acres (5958219.209 sq. ft.) more or less.

EXHIBIT B

DEPICTION OF THE PROPERTY



305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-99

Department: Water Pollution Control

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama and apparent low bidder, REV Construction, Inc., for Periodic Bid for Sanitary Sewer Projects-2026, Project No. 71 -25-SP40.

Resolution No.

Finance Information:

Account Number: Account No. assigned individually as work orders are delivered to the Contractor
City Cost Amount: $10,505,721.80
Total Cost: $10,505,721.80

Special Circumstances:

Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This periodic bid involves the laying of sanitary sewer in different locations under the periodic unit items designated by the City of Huntsville utilizing unit prices for commonly performed contractor work items for a total Contract amount of $10,505,721.80. The contract time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis with up to the Not to Exceed (NTE) Amount. The City of Huntsville reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new NTE Amount in the same amount as the initial year. Notification of yearly renewal shall be by written letter by the City Engineer.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6382

Department: Water Pollution Control

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama and apparent low bidder, REV Construction, Inc., for Periodic Bid for Sanitary Sewer Projects-2026, Project No. 71 -25-SP40.

Resolution No.

Finance Information:

Account Number: Account No. assigned individually as work orders are delivered to the Contractor
City Cost Amount: $10,505,721.80
Total Cost: $10,505,721.80

Special Circumstances:

Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This periodic bid involves the laying of sanitary sewer in different locations under the periodic unit items designated by the City of Huntsville utilizing unit prices for commonly performed contractor work items for a total Contract amount of $10,505,721.80. The contract time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis with up to the Not to Exceed (NTE) Amount. The City of Huntsville reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new NTE Amount in the same amount as the initial year. Notification of yearly renewal shall be by written letter by the City Engineer.

RESOLUTION NO. 26-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a Contract between the City of Huntsville, Alabama and the low bidder, REV Construction, Inc., in the Not-to-Exceed (NTE) amount of TEN MILLION FIVE HUNDRED FIVE THOUSAND SEVEN HUNDRED TWENTY-ONE AND .80/100 DOLLARS ($10,505,721.80) for Periodic Bid for Sanitary Sewer Projects-2026, Project No. 71-25-SP40, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama. The contract time for this Periodic Contract is one (1) year from the date of award, with services provided on an as-needed basis with up to the Not-to-Exceed (NTE) Amount. The City of Huntsville, Alabama reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new Not-to-Exceed (NTE) amount in the same amount as the initial year. Notification of yearly renewal shall be by written letter from the City Engineer subject to City Council Approval, which said Contract is substantially in words and figures similar to that document attached hereto and identified as "Contract between the City of Huntsville, Alabama and REV Construction, Inc., for Periodic Bid for Sanitary Sewer Projects-2026, Project No. 71-25-SP40," consisting of a total of one (1) page plus seventy-nine (79) additional pages consisting of Attachments A-M, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama," and "E-Verify Statement," and the date of January 22, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

_____

President of the City Council of the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____

Mayor of the City of Huntsville, Alabama

CONTRACT BETWEEN CITY OF HUNTSVILLE, ALABAMA
AND
REV CONSTRUCTION, INC.
FOR
PERIODIC BID FOR SANITARY SEWER PROJECTS-2026
PROJECT NO. 71-25-SP40

STATE OF ALABAMA}
MADISON COUNTY}

THIS CONTRACT, made and entered into this 22nd day of January, 2026, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and REV CONSTRUCTION, INC., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Periodic Bid for Sanitary Sewer Projects-2026, Project No. 71-25-SP40, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this Contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials, and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications, and general requirements hereto attached and made a part of this Contract.

FOR THE PERFORMANCE of such work, the city agrees to pay the Contractor as follows per Attachment "A".

BY: _____
Tommy Battle, Mayor

_____
REV Construction, Inc.

_____
Shaundrika Edwards
City Clerk

ATTEST: _____

_____
City Council President

DATE: January 22, 2026

PERIODIC BID FOR SANITARY SEWER PROJECTS-2026
PROJECT #71-25-SP40

CITY OF HUNTSVILLE, ALABAMA

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	ATTACHMENT "A"					1/7/2026
	City of Huntsville					
	Periodic Bid for Sanitary Sewer Projects-2026					
	Project No. 71-25-SP40					
	BASE BID					
ITEM NO.	DESCRIPTION	UNIT	BID QTY	BID UNIT		TOTAL AMOUNT
	MOBILIZATION					
1	Project Mobilization A (will be paid on projects that have a cost greater than $10,000.00)	EA	1	EA	$1,023.00	$1,023.00
2	Project Mobilization B (will be paid on projects that have a cost greater than $10,000.00, but less than $25,000.00)	EA	10	EA	$1,116.00	$11,160.00
3	Project Mobilization C (will be paid on projects that have a cost greater than $25,000.00, but less than $50,000.00)	EA	20	EA	$1,116.00	$22,320.00
4	Project Mobilization D (will be paid on projects that have a cost greater than $50,000.00 but less than $75,000.00)	EA	30	EA	$1,116.00	$33,480.00
5	Project Mobilization E (will be paid on projects that have a cost greater than $75,000 but less than $100,000)	EA	2	EA	$2,325.00	$4,650.00
6	Project Mobilization F(will be paid on projects that have a cost greater than $100,000 but less than $250,000)	EA	8	EA	$2,500.00	$20,000.00
7	Project Mobilization G (will be paid on projects that have a cost greater than $250,000 but less than $500,000)	EA	4	EA	$5,000.00	$20,000.00
	SANITARY SEWER FACILITIES					
	New sewer pipe installed in place with deductions for manholes and includes compensation for furnishing pipe and disposal of excess materials off-site, trenching (excluding rock excavation), Class I bedding material, laying, jointing, temporary trench shoring, sheeting and bracing, initial backfill of Class I material over top of pipe, and all other appurtenances. Testing of sewer line and necessary utility relocation shall also be included in the unit cost. WPC reserves the right to use City of Huntsville furnished materials when time is of the essence. The published rate at which WPC procures mainline and manhole materials will be deducted from the line item.					

	New Pre-cast Manhole Units, 48" inside diameter, to include up to 12" adjustable risers, testing, and all other appurtenances for a complete structure					
8	48" inside diameter, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA	$3,358.00	$134,320.00
9	48" inside diameter, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA	$3,811.00	$152,440.00
10	48" inside diameter, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA	$4,263.00	$170,520.00
11	48" inside diameter, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA	$4,715.00	$188,600.00
12	48" inside diameter, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA	$5,394.00	$215,760.00
13	48" inside diameter, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA	$6,071.00	$242,840.00
14	48" inside diameter, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA	$6,924.00	$276,960.00
	Pre-cast Manhole Units, 60" inside diameter, price per foot, to include up to 12" adjustable risers, testing, and all other appurtenances for a complete structure					
15	60" inside diameter, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$3,986.00	$39,860.00
16	60" inside diameter, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$4,730.00	$47,300.00

17	60" inside diameter, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$5,474.00	$54,740.00
18	60" inside diameter, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$6,218.00	$62,180.00
19	60" inside diameter, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$7,334.00	$73,340.00
20	60" inside diameter, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$8,450.00	$84,500.00
	Pre-cast Manhole Units, 72" inside diameter, price per foot, to include up to 12" adjustable risers, testing, and all other appurtenances for a complete structure					
21	72" inside diameter, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$6,102.00	$61,020.00
22	72" inside diameter, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$7,230.00	$72,300.00
23	72" inside diameter, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$8,358.00	$83,580.00
24	72" inside diameter, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$9,486.00	$94,860.00
25	72" inside diameter, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$11,628.00	$116,280.00
	4' Diameter Sanitary Sewer Manhole Drop Connection					
26	Drop Connection, 8" - 10" drop pipe diameter	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix B, C	40	LF of drop	$372.00	$14,880.00

27	Drop Connection, 12" drop pipe diameter	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix B, C	20	LF of drop	$372.00	$7,440.00
28	Air Relief Manhole, Air Relief Valve, and Vent Piping	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix B, C	10	EA	$5,000.00	$50,000.00
29	Shallow Creek Crossing - Concrete encasement with control joint	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	100	LF	$162.75	$16,275.00
	SANITARY SEWER					
	New sewer pipe installed per linear foot in place with deductions for manholes and includes compensation for furnishing pipe and disposal of excess materials off-site, trenching (excluding rock excavation), Class I bedding material, laying, jointing, temporary trench shoring, sheeting and bracing, initial backfill of Class I material over top of pipe, and all other appurtenances. Testing of sewer line and necessary utility relocation shall also be included in the LF unit cost.					
	New SDR26 Polyvinyl Chloride Pipe					
30	8" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,000	LF	$42.04	$84,080.00
31	8" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,800	LF	$44.10	$123,480.00
32	8" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,800	LF	$46.68	$130,704.00
33	8" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$66.00	$52,800.00
34	8" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$77.00	$61,600.00

35	10" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,000	LF	$56.55	$113,100.00
36	10" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,800	LF	$58.61	$164,108.00
37	10" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,800	LF	$61.19	$171,332.00
38	10" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$64.51	$51,608.00
39	10" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$74.52	$59,616.00
	New Class 350 Ductile Iron Pipe					
40	8" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$89.00	$35,600.00
41	8" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$91.00	$72,800.00
42	8" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$94.00	$75,200.00
43	8" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$97.00	$77,600.00
44	8" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$110.00	$44,000.00
45	8" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$127.00	$50,800.00

46	8" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$170.00	$68,000.00
47	10" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$98.00	$39,200.00
48	10" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$100.00	$80,000.00
49	10" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$103.00	$82,400.00
50	10" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$106.00	$84,800.00
51	10" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$118.00	$47,200.00
52	10" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$136.00	$54,400.00
53	10" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$180.00	$72,000.00
54	12" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$136.00	$54,400.00
55	12" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$138.00	$110,400.00

56	12" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$141.00	$112,800.00
57	12" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$146.00	$116,800.00
58	12" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$160.00	$64,000.00
59	12" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$180.00	$72,000.00
60	12" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$232.00	$92,800.00
61	16" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$155.00	$62,000.00
62	16" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$158.00	$126,400.00
63	16" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$161.00	$128,800.00
64	16" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$164.00	$131,200.00
65	16" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$205.00	$82,000.00
66	16" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$225.00	$90,000.00

67	16" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$276.00	$110,400.00
68	18" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$176.00	$70,400.00
69	18" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$178.00	$142,400.00
70	18" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$181.00	$144,800.00
71	18" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$185.00	$148,000.00
72	18" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$227.00	$90,800.00
73	18" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$249.00	$99,600.00
74	18" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$298.00	$119,200.00
75	24" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$268.71	$107,484.00
76	24" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$271.08	$216,864.00

77	24" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$274.04	$219,232.00
78	24" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$277.85	$222,280.00
79	24" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$290.04	$116,016.00
80	24" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$308.31	$123,324.00
81	24" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$354.01	$141,604.00
82	36" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$512.00	$204,800.00
83	36" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$513.00	$410,400.00
84	36" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$516.00	$412,800.00
85	36" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$519.00	$415,200.00
86	36" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$529.00	$211,600.00
87	36" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$542.00	$216,800.00

88	36" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$579.00	$231,600.00
89	Granular roadway crossing backfill material, ALDOT #78 crushed stone	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	500	CY	$75.00	$37,500.00
90	4" PVC Lateral	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix C	1,000	LF	$23.25	$23,250.00
91	4" DIP Lateral	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix C	500	LF	$27.90	$13,950.00
92	6" PVC Lateral	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix C	400	LF	$25.11	$10,044.00
93	6" DIP Lateral	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix C	200	LF	$27.90	$5,580.00
94	New Pipe Connection to Existing Manhole, including laterals	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3, 4 and Appendix B, C	20	EA	$3,000.00	$60,000.00
	ROCK BLASTING *Prices include seismograph monitoring, #78 stone backfill for blast holes, and mobilization*					
95	Trench blasting (assuming 4 FT width and up to 12 FT depth)	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	750	LF	$100.00	$75,000.00
96	Test Drilling	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	2,000	LF	$9.30	$18,600.00
	CLEARING AND GRUBBING *All prices include removal and disposal of materials.*					

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97	Light, includes removal and disposal of brush and trees up to 4" in diameter	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	2	ACRE	$1,860.00	$3,720.00
98	Medium, includes removal and disposal of brush and trees 4" - 8" in diameter	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	2	ACRE	$3,720.00	$7,440.00
99	Heavy, includes removal and disposal of brush and trees larger than 8" in diameter	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	2	ACRE	$5,580.00	$11,160.00
100	30" Class 3 Reinforced Concrete Pipe	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 527 and 849	200	LF	$83.70	$16,740.00
101	36" Class 3 Reinforced Concrete Pipe	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 527 and 849	100	LF	$102.30	$10,230.00
102	42" Class 3 Reinforced Concrete Pipe	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 527 and 849	100	LF	$125.55	$12,555.00
103	48" Class 3 Reinforced Concrete Pipe	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 527 and 849	100	LF	$160.89	$16,089.00
	TRAFFIC CONTROL					
104	Light Traffic (Residential Streets)	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	4	EA	$697.50	$2,790.00
105	Medium Traffic (Residential Collector Streets)	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	4	EA	$1,116.00	$4,464.00
106	Heavy Traffic (Major Streets, Highways)	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	4	EA	$1,395.00	$5,580.00
107	Drums	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	10	EA	$51.15	$511.50

108	Type I Barricades	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	25	EA	$93.00	$2,325.00
109	Type II Barricades	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	25	EA	$93.00	$2,325.00
110	Type III Barricades	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	25	EA	$186.00	$4,650.00
111	28" Cones	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	50	EA	$13.95	$697.50
112	36" Cones	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	50	EA	$13.95	$697.50
113	Arrow Panels	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	5	EA	$465.00	$2,325.00
114	Road Signs to include posts installed	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	30	SF	$27.90	$837.00
115	Flagman	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	100	HR	$27.90	$2,790.00
116	Orange Construction Facing	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	100	LF	$4.65	$465.00
117	Type A Hazard Marker Installation, Complete-in-Place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	5	EA	$232.50	$1,162.50
	LANDSCAPE CONSTRUCTION					

118	Topsoil, 4" thick	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 649	1,000	SY	$1.86	$1,860.00
119	Mulching, Class A, Type I	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 657	1,000	SY	$0.93	$930.00
120	Reseeding and Fertilize	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 651 and 653	1,000	SY	$2.50	$2,500.00
121	Fescue Sod, in-place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 655	400	SY	$5.58	$2,232.00
122	Tifton Bermuda Sod, in-place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 655	400	SY	$5.58	$2,232.00
123	Emerald Zoysia Sod, in-place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 655	400	SY	$5.58	$2,232.00

124	Hydro seeding and Mulching	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 659	10	ACRE	$3,255.00	$32,550.00
125	Hauling and Placement of Borrow Material (In-Place)	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 659	100	CF	$4.65	$465.00
126	Removal and Haul-off of Unclassified Borrow &Waste Material	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 659	100	CF	$4.65	$465.00
	MISCELLANEOUS - Replacement to be made in-kind ***Items to be reset shall be installed to match the original conditions or better***					
127	Mailboxes (remove and reset)	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	10	EA	$93.00	$930.00
128	Removal and replacement of Standard Driveway Aprons, to include 6" thick with 6x6 wire mesh	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 103	200	SY	$100.00	$20,000.00
129	Removal and replacement of Asphalt Paving, per sq. yd./in of thickness (includes disposal of soils) Also to include typical roadway patching in accordance with COH standard details ST-250 through ST-257 in the City of Huntsville STD. Spec for Construction of Public Improvements.	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	200	SY	$20.46	$4,092.00
130	Removal and replacement of Concrete Sidewalk (includes disposal of soils)	City of Huntsville Std. Spec for Construction of Public Imp.,(Sec. 103	200	SY	$100.00	$20,000.00
131	Removal and replacement of 24" Curb and Gutter (parking lots)	City of Huntsville Std. Spec for Construction of Public Imp., (Sec. 625)	200	LF	$50.00	$10,000.00
132	Removal and Replacement of 6' Wooden Privacy Fence	City of Huntsville Std. Spec for Construction of Public Imp., (Sec. 625)	200	LF	$32.55	$6,510.00

133	Removal and Replacement of 6' Composite Privacy Fence	City of Huntsville Std. Spec for Construction of Public Imp., (Sec. 625)	200	LF	$51.15	$10,230.00
134	Removal and replacement of 4' Chain Link Fence	City of Huntsville Std. Spec for Construction of Public Imp., (Sec. 625)	200	LF	$27.90	$5,580.00
135	Dense Graded Base Material, Type B, 100% compaction. Bid to include excavation, placement and compaction.	City of Huntsville Std. Spec. for Construction of Public Imp., (Sec. 205)	200	CY in-place	$60.45	$12,090.00
136	Bituminous Binder Layer, in-place	Section 424 of the Standard Specs for Highway Construction, ALDOT	40	TON	$150.00	$6,000.00
137	Bituminous Wearing Layer, in-place	Section 424 of the Standard Specs for Highway Construction, ALDOT	40	TON	$150.00	$6,000.00
138	Solid Rock Trench Excavation	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix C	500	CY in-place	$306.90	$153,450.00
139	Graded Limestone Rock #57 Crushed Stone for miscellaneous use for stabilization of roadways, driveways, etc. or as directed by Owner.	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 801	20	TON	$50.00	$1,000.00
140	Concrete Slab on Grade, in-place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 617 and 837	10	CY	$465.00	$4,650.00
141	10 Gauge Reinforcing Wire Mesh	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 837	200	SY	$4.65	$930.00
142	Steel Plating for Temporary Roadway Crossings (Contractor Retained)		680	SQ FT	$15.81	$10,750.80
	EROSION CONTROL					
143	Silt Fence, Type A Installation	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 671	5,000	LF	$6.51	$32,550.00

144	Hay Bale Check Dam, Complete-in-place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 671	100	EA	$9.30	$930.00
145	Class I Rip Rap	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 605	200	TN	$69.75	$13,950.00
146	Form and pour concrete manhole invert		25	EA	$3,955.00	$98,875.00
	Contract Mobilization, (3% of the total cost of the work order adjusted for final quantities), INCLUDES project mobilization item	NOTE #29	NA	NA		

TOTAL BASE BID PRICE	$10,505,721.80

Company REX Construction Inc
Signature
Date 1/8/2026

ATTACHMENT "B"
PROPOSAL

TO: THE CITY OF HUNTSVILLE
City Hall
305 Fountain Circle
Huntsville, Alabama

PROPOSAL OF: REV Construction Inc.
(NAME)
5801 Grover Burchfield Dr. Tuscaloosa, AL 35401
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

PERIODIC BID FOR SANITARY SEWER PROJECTS-2026
PROJECT #71-25-SP40

FOR THE CITY OF HUNTSVILLE, ALABAMA.

GENTLEMEN:

The undersigned bidder has carefully examined the bid documents, the specifications, the general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the City Engineer of Huntsville, Alabama.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility.

In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.

Certificates of Insurance are required naming the City as additional insured. Also, the name of the project and the project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Mary Ridgeway.

The undersigned bidder understands that the contract time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis up to the Not to Exceed (NTE) Amount. The City of Huntsville reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new NTE Amount in the same amount as the initial year. Yearly renewals are at the discretion of the City of Huntsville and are subject to the availability of funds. Notification of yearly renewal shall be by written letter from the City Engineer.

Proposal – Page Two
PERIODIC BID FOR SANITARY SEWER PROJECTS-2026
PROJECT #71-25-SP40

In the event that the NTE Amount is reached prior to the end of any yearly term, the City Engineer, at his or her discretion and subject to the availability of funds, may elect to advance the time for renewal in order to best meet the needs of the City, provided that total term of the original contract year and the two potential renewal periods does not exceed a total of three years from the initial date of award of the contract and provided the total expenditures are no more than three times the original Not to Exceed Amount.

Each project to be performed within this contract will require a separate work authorization and purchase order from City of Huntsville. Beginning and end dates for each project will be stated and shall be signed by contractor accepting the terms for each work authorization. Bid prices shall remain firm for the entire length of the contract. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration and approval prior to any costs being incurred. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

The City of Huntsville will direct and approve the work element and the quantities required for each project location and will compute the overall cost for each element of work and their respective quantities.

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:

Within fifteen (15) days after the date of notice of acceptance of this proposal to execute the contract and to furnish to the City of Huntsville, Alabama, a labor and material bond and a performance bond, each in the amount of ONE MILLION AND NO/100 DOLLARS ($1,000,000.00), to remain in effect for the duration of the contract, and as allowed by State Law, and approved by the OWNER.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding $10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

Proposal – Page Three
PERIODIC BID FOR SANITARY SEWER PROJECTS-2026
PROJECT #71-25-SP40

DATED: January 8, 2026 JP

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)

SIGNATURE OF BIDDER _____

BY _____

ADDRESS OF BIDDER _____

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

_____ _____

_____ _____

OUR CONTRACTOR'S STATE LICENSE NO. IS 40131

(IF A CORPORATION)
SIGNATURE OF BIDDER _____

BY Joiner Pugh

BUSINESS ADDRESS 5801 Grover Burchfield Dr. Tuscaloosa, AL 35401

INCORPORATED UNDER THE LAWS OF THE STATE OF Alabama

NAMES	PRESIDENT	Roland Pugh III
OF	SECRETARY	Jessica Pugh
OFFICERS	TREASURER	Joiner Pugh
	Vice President	

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. Acknowledgement of receipt of addenda is mandatory using Attachment "C" and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates.

ATTACHMENT "C"

PERIODIC BID FOR SANITARY SEWER PROJECTS-2026
PROJECT #71-25-SP40

MANDATORY ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda is Mandatory. Failure to acknowledge receipt shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Addenda and the date received.

ADDENDUM NO.	DATE RECEIVED
1	12/23/2025
2	1/5/2026

COMPANY REY Construction Inc

SIGNATURE [signature]

TITLE Vice President

DATE 1/8/2026

ATTACHMENT "D"

PERIODIC BID FOR SANITARY SEWER PROJECTS-2026
PROJECT #71-25-SP40

SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall **immediately** notify Mary Ridgeway via email at mary.ridgeway@huntsvilleal.gov and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

TASKS TO BE PERFORMED	SUBCONTRACTOR NAME	LICENSE NO.	ADDRESS	ITEM #'S OF WORK TO BE PERFORMED
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control				
Excavation				
Concrete				
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring	TBD			
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)				
Street Lights				
Electrical				
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping				
Sewer Testing				
Guardrails				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)				
Mechanical				
SCADA				
Other				

ATTACHMENT "E"

PERIODIC BID FOR SANITARY SEWER PROJECTS-2026
PROJECT #71-25-SP40

Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects. The contract amount of the project shall also be stated:

Please See Attached

1.

2.

3.

4.

5.

CONSTRUCTION PROJECT REFERENCE

PROJECT NAME:	Periodic Bid for Sanitary Sewer Project 2023
OWNER:	City of Huntsville
OWNER'S ADDRESS:	320 Fountain Circle, Huntsville AL
OWNER TELEPHONE No:	256-937-6648
OWNER CONTACT	Chase Marshall
ARCHITECT:	City of Huntsville
ARCHITECT CONTACT:	Chase Marshall
ARCHITECT TELEPHONE #:	256-937-6648
REV PROJECT MANAGER:	Roland Pugh
REV SUPERINTENDENT:	Travis Taylor/ Nick Gaddy
CONTRACT BID AMOUNT:	$10,378,450.00
FUNDING SOURCE:	City of Huntsville
CONTRACT START DATE:	1/2/2023
CONTRACT END DATE:	1/2/2026
PERCENT COMPLETE:	NA

PERCENTAGE OF WORK TO BE PERFORMED BY OWN FORCES: 100%

DESCRIPTION OF WORK PERFORMED:

Installation of 46,400 LF of PVC and DI Pipe from sizes 8 inch though 36 inch and depths up to 22 feet. Also includes 360 Manholes to be installed. Requires extensive rock excavation, groundwater pumping, concrete and asphalt paving and erosion control.

There are no claims, disputes, or litigations by or against the contractor for this project.

CONSTRUCTION PROJECT REFERENCE

PROJECT NAME:	AMP08 2019 On Call Sewer Services
OWNER:	Jefferson County Environmental Services
OWNER'S ADDRESS:	1295 Oak Grove Rd S, Homewood, AL 35209
OWNER CONTACT:	Terry Lynn
OWNER TELEPHONE No:	205-515-0786
ARCHITECT:	Hazen and Sawyer
ARCHITECT'S ADDRESS:	Two Chase Corporate Drive, Suite 170, Birmingham, AL, 35244
ARCHITECT CONTACT:	Tad Powell
ARCHITECT TELEPHONE #:	205-547-5960
REV PROJECT MANAGER:	Roland Pugh
CONTRACT BID AMOUNT:	$1,866,850
FUNDING SOURCE:	Local Funds
CONTRACT START DATE:	6/3/2019
CONTRACT END DATE:	6/1/2020
PERCENT COMPLETE:	100%
CONTRACT TIME:	365 Days

PERCENTAGE OF WORK TO BE PERFORMED BY OWN FORCES: 80%

DESCRIPTION OF WORK PERFORMED:

We are the on call sewer contractor for Jefferson County. Most of the work is as needed repairs to sewer lines, but we also have emergency repairs that require us to mobilize within a few hours of the emergency notification. The sewer repairs range from line replacements, segmental replacements, manhole repairs, setting up bypasses, coordinating with subs on wastewater plant work, and any other sanitary sewer related repairs needing done by the county.

There are no claims, disputes, or litigations by or against the contractor for this project.

CONSTRUCTION PROJECT REFERENCE

PROJECT NAME:	Various Birmingham Water Works Projects
OWNER:	The Water Works Board of the City of Birmingham
OWNER'S ADDRESS:	2600 1st Ave North, Birmingham, AL 35222
OWNER CONTACT:	Doug Stockham
OWNER TELEPHONE No:	205-244-4186
ARCHITECT:	Birmingham Water Works Engineering
ARCHITECT CONTACT:	Doug Stockham
ARCHITECT TELEPHONE #:	205-244-4186
REV PROJECT MANAGER:	Roland Pugh
CONTRACT BID AMOUNT:	See Below

- Cliff Road & 33rd Street South- Bid 6/6/22- $686,702.00- 2,660 Feet of 6" Pipe
- Wesley Avenue & 23rd Street- Bid 6/6/22- $671,123.00- 3,700 Feet of 6" Pipe
- 4th Terrace West- Bid 7/2/22- $914,145.00- 3,860 Feet of 8" Pipe
- 5th Avenue & 6th Avenue North- Bid 1/9/2020- $986,124.00- 4,240 Feet of 8"-12" Pipe
- 17th Court South- Bid 2/20/20- $512,644.00- 2,680 Fett of 6"-8" Pipe
- 28th & 29th Street SW- Bid 2/20/20- $704,933.00- 4,080 Feet of 6" Pipe
- 30th Avenue N & 34th Avenue N- Bid 2/20/20- $855,698.00- 4,260 Feet of 6"-8" Pipe
- 33rd Street & 34th Street Ensley- Bid 4/14/20- $509,737.00- 2,960 Feet of 6"-8" Pipe
- 17 Street Emsley & Avenue L Ensley- Bid 12/5/19- $1,523,517.00- 8654 Feet of 6" Pipe
- Court R Ensley- Bid 5/6/20- $651,071.00- 2,660 Feet of 6" Pipe
- Greensprings Hwy Phase 1- Bid 10/17/18- $357,997.00- 1,750 Feet of 8" Pipe
- Monarch Avenue- Bid 4/14/20- $576,583.00- 3,110 Feet of 6"-8" Pipe
- Parklawn Avenue SW- Bid 6/3/21- $634,231.00- 4,120 Feet of 6"-8" Pipe

There are no claims, disputes, or litigations by or against the contractor for this project.

CONSTRUCTION PROJECT REFERENCE

PROJECT NAME:	2015 Tuscaloosa Annual Sewer Contract
OWNER:	City of Tuscaloosa
OWNER'S ADDRESS:	2201 University Blvd, Tuscaloosa, AL 35401
OWNER CONTACT:	Jarrod Milligan
OWNER TELEPHONE No:	(205) 248-5912
ARCHITECT:	City of Tuscaloosa Water and Sewer Department
ARCHITECT CONTACT:	Jarrod Milligan
ARCHITECT TELEPHONE #:	(205) 248-5912
REV PROJECT MANAGER:	Roland Pugh
CONTRACT BID AMOUNT:	$756,110
FINAL CONTRACT AMOUNT:	$764,455
FUNDING SOURCE:	Local Funds
CONTRACT START DATE:	January 2015
CONTRACT TIME:	365 Days
TIME USED:	365 Days
PERCENT COMPLETE:	100%

PERCENTAGE OF WORK TO BE PERFORMED BY OWN FORCES: 100%

SUB-CONTRACTORS USED:

DESCRIPTION OF WORK PERFORMED:

Miscellaneous repairs throughout the city of Tuscaloosa, consisting of 120 point repairs with diameters ranging from 6" to 30" pipe with depths up to 25'. We also replaced 140' of the city's outfall line with 48" D.I. pipe, including extensive bypass system and 2 new 96" doghouse manholes.

There are no claims, disputes, or litigations by or against the contractor for this project.

CONSTRUCTION PROJECT REFERENCE

PROJECT NAME:	Multiple Sewer Pump Stations (19 Pumps Stations, 6 Separate Projects)
OWNER:	Jefferson County Environmental Services
ARCHITECT:	Hazen and Sawyer
ARCHITECT'S ADDRESS:	Two Chase Corporate Drive, Suite 170, Birmingham, AL, 35244
ARCHITECT CONTACT:	Tad Powell
ENGINEER TELEPHONE #:	205-547-5960
REV PROJECT MANAGER:	Roland Pugh
CONTRACT BID AMOUNT:	see below
PERCENT COMPLETE:	in Progress

DESCRIPTION OF WORK PERFORMED:

Five separate Pump stations projects for Jefferson County,AL. A total of (17) Sewer Pump stations.

$4,388,841 – (5) Sewer Pump Stations – Ashville, Dennison, Walker, Brighton, Oakwood (completion May 2025)

$5,000,000 – (4) Sewer Pumpstations – Bessemer Hospital, Vail, Tin Mill, Wenonah (Completion June 2025)

$3,097,500 – (3) Sewer Pump Stations - Jefferson Memorial, Summit, Moss (Completion August 2025)

$7,736,455 – Buc'ee's Sewer Pump station – poured in place Pump Station, 3,610 LF of 24" DIP Gravity, 5,030 LF of 12" HDPE Force Main (Completion August 2025)

$5,425,750 – (3) Sewer Pump Stations – Adamsville, Cheswood, Med Center East - Construction 2026

$5,212,700 – (3) Sewer Pump Stations – Bham Racecourse, Gadsden, KMArt, Wylam – Construction 2026

Other Pump station projects can be provided should the Engineer/Owner request.

ATTACHMENT "F"

MANDATORY Pre-Bid meeting to be held on Tuesday, December 23, 2025, at 10:00 a.m., in the 6th Floor Training Room #624, located at 305 Fountain Circle, Huntsville, AL 35801. Bidders must attend this pre-bid meeting to be eligible to submit a bid.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: Periodic Bid for Sanitary Sewer Projects-2026, more particularly known as Project No. 71-25-SP40.

Description of Project: Periodic laying of sanitary sewer in different locations under the periodic unit items. No work is guaranteed and individual projects will not exceed $250,000.

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9(amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractors name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

This project, Periodic Bid for Sanitary Sewer Projects-2026, more particularly known as Project No. 71-25-SP40 requires the contractor to possess a State of Alabama Classification of (MU) Municipal & Utility or MU-(S) Specialty Construction Sewer.

After proposals are opened and read, they will be compared on the basis of the summation of the products or approximate quantities shown in Attachment "A", multiplied by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. In the event of a discrepancy between the prices shown in figures and in words, the words shall govern. A proposal will not be considered unless signed by the bidder or his authorized agent and accompanied by cashier's check or properly signed bid bond, as required by law.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost of the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project will be received at City Hall, 305 Fountain Circle, on the 6th Floor, in Training Room 624/625, on the 8th day of January, 2026, until 10:00 a.m. Bids may be sent via Air Courier, Delivery or Messenger Service, mailed by United States Postal Service, or hand delivered to Attention: Engineering Procurement and Contracts Coordinator, to the City of Huntsville City Hall, 305 Fountain Circle, Huntsville, AL 35801. Delivery by any of these means must be received before 5:00 p.m. CST on the day prior to the bid opening. After 5:00 p.m. CST on the day prior to the date of the bid opening, bids must be hand delivered and presented at the bid opening. All bids received after 10:00 a.m. CST on the noted bid date will be returned unopened.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Contract Document Order of Precedence shall be as follows:

1. **Addenda**
2. **General Requirements (Instructions to Bidders and Bid Proposal including Attachments)**
3. **Supplement to General Requirements**

4. Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects 1991
5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)
6. Special Conditions
7. Current ALDOT Specifications

Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: http://www.huntsvilleal.gov/government/departments/engineering-department/. Plans and proposals can be downloaded from our website at no cost: www.huntsvilleal.gov/engineeringbids. Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing, provided by the COH (Attachment "A") and made available for download from the Engineering website, on either a CD-RW (preferably in a live/flash drive format) in the Excel format. The CD-RW (preferably in a live/flash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"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."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in the bid proposal as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

ALABAMA ACT 2016-312

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of _____ (insert name of business) I do hereby certify and represent that this business is not currently engaged in, and will not engage

in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Title: Vice President
(Signature of authorized individual) "

Advertise Date: 12/17/25

ATTACHMENT "G"
SAMPLE FORM

REQUEST FOR PAYMENT
CITY OF HUNTSVILLE ENGINEERING DIVISION

PROJECT NAME AND NUMBER:

ESTIMATE NUMBER: _____ PERIOD FROM: _____ TO _____

CONTRACT DURATION _____ DAYS
START DATE: _____ END DATE: 1/0/00 TOTAL CONTRACT TIME (3) 0 DAYS

TIME C.O. # 1 _____
TIME C.O. # 2 _____ CONTRACT DAYS REMAINING 0
TIME C.O. # 3 _____

TOTAL CONTRACT AMOUNT (1)	AS AWARDED	$ -	CURRENT $	-
	C.O. # 1 $	-		
	C.O. # 2 $	-		
	C.O. # 3 $	-		
TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2):			$	-
MATERIAL STORED (INVOICE ATTACHED)			$	-
RETAINAGE (5%) OF 50% OF CONTRACT			$	-
AMOUNT EARNED AFTER RETAINAGE			$	-
LIQUIDATED DAMAGES PER DAY		200		
LIQUIDATED DAMAGES ASSESSED TO DATE:				-
TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE:			$	-
AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES			$	-

Amount is in accordance with ALDOT and COH specifications and is based on the contract amount before change orders.

Damages, if applicable, will automatically be calculated by subtracting the contract end date from the invoice period end date and multiplying the days by the daily damages amount. Damages will automatically be deducted from amounts otherwise due.

A: % OF TIME ELAPSED:	TIME ELASPED TO DATE		DAYS =	
	TOTAL CONTRACT TIME (3)	0	DAYS	
B: PROJECT COMPLETION:	TOTAL EARNED TO DATE (2)	-	=	#DIV/0!
	TOTAL CONTRACT AMOUNT	-		
C: PROGRESS OF WORK:	B - A: =			

CONTRACTORS CERTIFICATE

I, _____ the duly qualified, acting and authorized agent for the contractor _____ on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto, and do further certify that all labor, materials and equipment listed herein have been paid for in full as allowed on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the final payment of this estimate. We further certify (if this is the final estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment of the final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE _____ **DAY OF** _____

BY: _____ CONTRACTOR: _____

TITLE: _____

SIGNED: _____ WITNESS: _____
SIGNATURE

We have checked the quanities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct.

APPROVED FOR PAYMENT

BY: _____ BY: _____
CONSTRUCTION INSPECTOR KATHY MARTIN, CITY ENGINEER
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

BY: _____ IF FINAL ESTIMATE, DATE WORK WAS COMPLETED: _____
PROJECT ENGINEER

SAMPLE

ATTACHMENT "H"

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ATTACHMENT "I"

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. **General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): REV Construction Inc
- City of Huntsville current taxpayer identification number (if available): _____
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. **Type of Ownership**. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (*check appropriate box*)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	~~Not Applicable~~
☐ General Partnership	~~Not Applicable~~
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State: 000-242-543 Alabama
☑ Corporation	Number & State:
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. **Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: _____ Title (if applicable): Vice President

Type or legibly write name: Joiner Pugh Date: 1/8/2026

E-Verify

Company ID Number: 523878

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the REV CONSTRUCTION (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer REV CONSTRUCTION	
Name (Please Type or Print) GRADY PUGH	Title
Signature Electronically Signed	Date 03/21/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/21/2012

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Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	REV CONSTRUCTION
Company Facility Address	5801 Grover Burchfield Drive TUSCALOOSA, AL 35401
Company Alternate Address	
County or Parish	TUSCALOOSA
Employer Identification Number	203124251
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	1 site(s)

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	GRADY PUGH
Phone Number	(205) 349 - 1860
Fax Number	
Email Address	kleard@revconstructioninc.com

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ATTACHMENT "J"

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of REV Construction Inc ***(insert name of business) I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.***

Title: Vice President

(Signature of authorized individual)"

ATTACHMENT "K"

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

I, the undersigned, certify to the State of Alabama as follows:

a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312.

b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Signature: _____

Name of Certifying Official (print): Joiner Pugh

Title: Vice President

Date of Certification (mm/dd/yyyy): 1/8/2026

ATTACHMENT "L"

TRACER WIRE SPECIFICATION

Open-Trench Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

Directional Bore or Jacked Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core hard drawn extra high strength horizontal directional drill tracer wire, 1150# average tensile break load, 45 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

ATTACHMENT "M"

Relating to public contracts; to amend Section 39-3-4, Code of Alabama 1975, to provide requirements for the use of iron produced within the United States for certain public works projects under certain conditions.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Section 39-3-4, Code of Alabama 1975, is amended to read as follows: "§39-3-4 (a) Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of the—above mentioned' domestic iron or steel products becomes impractical as a result of a national emergency. national strike. or other cause, the awarding authority shall waive the above restriction.

(b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic
iron or steel is not used. there shall be a downward adjustment in the contract price equal to any realized savings
or benefits to the contractor."

SUPPLEMENT TO GENERAL REQUIREMENTS

FOR

CONSTRUCTION OF PUBLIC IMPROVEMENTS

PERIODIC BID FOR SANITARY SEWER PROJECTS-2026

PROJECT #71-25-SP40

CITY OF HUNTSVILLE, ALABAMA

SUPPLEMENT TO GENERAL REQUIREMENTS

1. GENERAL

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's State of Alabama license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Failure to provide this will be cause to reject the bid.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost to the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed $10,000.00 or as otherwise set by OWNER. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Contract Document Order of Precedence shall be as follows: 1. Addenda; 2. General Requirements (instructions to Bidders and Bid Proposal including attachments); 3. Supplement to General Requirements; 4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects, 1991; 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates); 6. Special Conditions; and 7. Current ALDOT Specifications. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in City Hall on the 6th Floor in Training Room 624, at 305 Fountain Circle, Huntsville, Alabama, unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER.

2. PROPOSAL PREPARATION

(A) Proposal Form. The bidder's proposal must be submitted on the complete original proposal form furnished him by the City. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

(B) Details. On the proposal form, the bidder shall enter in words and numbers a unit price. The extended amount bid (unit price x quantity) will total automatically by a formula that has been designated by COH for the appropriate column of each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown, unless bidder is submitting a handwritten original. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. See Attachment "A".

(C) Signing. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation or by an agent of the Contractor legally qualified and acceptable to the City. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and

the business address of its corporate officials must be shown. The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

(D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be rejected. No proposal will be opened that does not contain the contractor's Alabama State license number on the outside of the envelope. Proposals may be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

(E) Delivery of Proposals. Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Work" and so marked as to indicate the project name, project number, bidder name, and State license number. Proposals will be received by the OWNER or his representative unless otherwise provided until the hour and date set in the notice to Contractors for the opening thereof. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned. No proposal will be opened that does not contain the contractor's Alabama State license number on the outside of the envelope.

3. **QUANTITIES**

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the proposal. Any substantial changes on work performed requiring an increase must be approved by change order prior to work and authorized by City Council action. The undersigned bidder also understands that when lump sum bids are called for, bidder will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. See Attachment "A" - Bid Quantities.

4. **CHANGES TO CONTRACT**

(A) Change to Contract Price.

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Engineer within three (3) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within three (3) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price. The owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications; (2) in the method or manner of performance of the work; (3) in the owner-furnished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the owner which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

(B) Change to Unit Price.

Prices to remain firm for the first year of the contract term. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

(C) Change to Items.

In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.

(D) Change to Contract Time.

The undersigned bidder understands that the Contract Time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis. The City of Huntsville reserves the right to extend this contract for an additional one (1) year period on an annual basis up to two (2) times provided the contract does not exceed three (3) years.

Each work order will have a contract time assigned by OWNER based upon a particular project. Beginning and end dates for each project will be stated and issued with the Notice to Proceed (NTP) authorization letter prior to the commencement of work.

All claims for adjustment in the contract time shall be determined by OWNER.

(E) Time extension for abnormal weather conditions

In order for the owner to award a time extension for abnormal weather, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractors normal progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. The contractor's bid shall include the impact of the anticipated lost days in his quotation for the time he is to be on site.

Monthly anticipated adverse weather delay work days based on (5) day work week

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	8	6	4	4	5	6	4	4	3	4	8

Actual adverse weather delay days must prevent work on critical activities for 50% or more of the contractors scheduled work day before it is considered a weather delay day.

5. **MAINTAIN OFFICE**

The successful contractor shall establish an office in Huntsville, Alabama, with telephone service, and shall maintain close liaison with the OWNER.

6. **SUBCONTRACTORS**

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER. A list of all subcontractors proposed for use on the project shall be provided at the time that bids are received. This document will be known as ATTACHMENT "D". Any additional subcontractors needed during the contract period shall be approved by the owner. Lien waivers will be required from all subcontractors at the time of submittal of the final payment request for each work order.

7. **BID BOND**

Accompanying this proposal is a certified check or original signed, dated and sealed, bid bond in the amount of not less than five per (5%) of the total base bid amount shown on Attachment "A", not to exceed $10,000.00 dollars, payable to the City of Huntsville, Alabama, which is to be forfeited, if, in the event that proposal of bidder is accepted, the undersigned bidder shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

8. **PERFORMANCE AND PAYMENT BONDS**

All bonds must be approved by the City of Huntsville. **Within fifteen (15) days after the date of notice of acceptance of this proposal to execute the contract and to furnish to the City of Huntsville, Alabama, a labor and material bond and a performance bond, each in the amount of ONE MILLION AND NO/100 DOLLARS ($1,000,000.00), to remain in effect for the duration of the contract, and as allowed by State Law, and approved by the OWNER.**

9. **LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 23.)**

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of $1,000,000, whether such operations are performed by himself, or by anyone directly or indirectly employed by them. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of Insurance are required naming the City as the Certificate Holder. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Mary Ridgeway.

10. **LICENSES AND CLASSIFICATIONS**

In order to receive the award of this contract, the Contractor shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama as stated in Section 1 above. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract.

The required classification for this project is stated in the Notice to Contractors also known as Attachment "F".

11. **PERMITS**

Additionally, the contractor shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the OWNER at the time the contract is executed.

12. **PAYMENT**

A COH PAY file (Excel) will be provided for each project to the successful contractor for submitting requests for payment. The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors or for material or labor; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. All pay requests will be submitted by email. The OWNER will provide the Excel file to the contractor. Each submittal shall include a printed , signed (in blue ink) PDF copy along with the Excel pay file. The OWNER will update the pay file and return to the Contractor after each submittal. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 31 FOR INFORMATION ON FINAL PAYMENT.

13. EXAMINATION OF SPECIFICATIONS, PROPOSAL, CONTRACT AND SPECIAL PROVISIONS

Before submitting a proposal, bidders shall examine carefully the proposal form, standard specifications, supplemental specifications, contract, and special provisions. It is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the requirements of standard specifications, supplemental specifications, special provisions, and contract. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the sole responsibility of the bidder.

14. INCLUSIONS TO CONTRACT

The parties further agree that the advertisement for bids, instructions to bidders, proposal, specifications, general requirements, supplement to general requirements and general terms and conditions together with any addenda thereto made prior to submission of the contractor's proposal and all modifications agreed to by the parties and issued after the execution of this contract are a part of this contract as if fully set out herein.

15. COMMENCEMENT OF WORK

All work shall begin within three (3) days of the work authorization after Contractor is notified unless delay is authorized by a City of Huntsville representative. Once work has begun, it should be completed in the shortest reasonable time and within the calendar days allocated for completion of the project. If work is not completed as allocated, Contractor will pay liquidated damages in accordance with Section 80.11 "Schedule of Liquidated Damages" for each day thereafter until all work is completed.

16. STORAGE OF MATERIALS

The Contractor shall not permit the storage of materials on or use of any property outside the right-of-way easement or property identified as the project site.

17. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12.). Liquidated damages will automatically calculate on the COH Pay disk and be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

18. TRAFFIC FLOW

The Contractor shall be responsible for the uninterrupted, orderly and safe flow of traffic around, on, over or across the project site.

19. TERMINATION FOR CONVENIENCE

A. The City may for any reason whatever terminate performance under this Contract in whole or in part by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the full or partial termination becomes effective.
B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts and shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee and may direct the Contractor to take steps to preserve the Work in place at the time of the termination.

C. The Contractor shall transfer title and deliver to the Owner such completed Work and materials, equipment, parts,

fixtures, information and Contract rights as the Contractor has.

D. (1) The Contractor shall submit a termination claim to the City and the Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.

(2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total Sum to be paid the Contractor under this clause shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause. initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

20. **TERMINATION FOR CAUSE**

A. If the Contractor persistently or repeatedly refuses or fails to complete the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if Contractor fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work has been completed.

B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the provisions

of the Termination for Convenience clause shall apply.

21. **UNBALANCED BIDS**

The City may reject a bid as non-responsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

22. **ADDITIONAL INSURANCE REQUIREMENTS**

The Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Contractor shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE

1. General Liability

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by this same insurance company.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Professional Liability

N/A

3. Automobile Liability

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Worker's Compensation Insurance

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. Employers Liability Insurance

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. MINIMUM LIMITS OF INSURANCE

1. General Liability

Commercial General Liability on an occurrence form for bodily injury and property damage:

$2,000,000	General Aggregate Limit
$2,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

2. Professional Liability

N/A

3. Automobile Liability

$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Worker's Compensation

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

5. Employers Liability

$100,000	Bodily Injury
$500,000	Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior
to the Owner's release of specifications with regard to the project in questions, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor or consulting firm for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees, agents or specified volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, employees, agents, and specified volunteers, as their interest may appear. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will
require ten (10) day's written notice to the Owner.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B + V.

E. VERIFICATION OF COVERAGE

The Owner shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy

are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature.

F. SUBCONTRACTOR WORKING FOR GENERAL CONTRACTOR, OR ARCHITECT, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors, or consulting firms working for the Engineer or Record shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT

1. Other Than Professional Liability Exposures

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and (2) is caused by any negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. The architect, engineer, land surveyor or consulting firm agrees that as respects to negligent acts, errors, or omissions in the performance of professional services, to indemnify and hold harmless the City of Huntsville, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the architect, engineer, land surveyor or consulting firm or any of their subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable.

23. **DOMESTIC PREFERENCES**

In the performance of this contract, the contractor shall comply with Ala Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

24. **TIME IS OF THE ESSENCE**

Time is of the essence in the performance of this contract.

25. **NO DAMAGES FOR DELAYS**

In the event that the Contractor is delayed in the performance of the work for the reasons set forth in □80.09 of the City of Huntsville's Standard Specifications for the construction of Public Improvements, Contract Projects, 1991, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

In such circumstances, time extensions are the sole remedy provided to the Contractor. The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by an act of neglect on the part of the owner or the engineer, or by an employee of either, or by any separate contractor employed by the Owner, or by any changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather condition not reasonably anticipatable, unavoidable casualties, or by delay specifically authorized by the owner in writing pending the resolution of any disputes, or by any other cause which the Owner

determines may justify delay.

26. **CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION**

The Contractor's attention is specifically directed to §50.07 -Cooperation with Utilities and Non-Highway Public Facilities of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991. In addition to the responsibilities placed on the Contractor by that clause, the Contractor shall be responsible for having existing utilities located prior to excavations. The existence and location of any underground utility pipes or structures shown on these drawings have been obtained by a search of the available records. The City assumes no responsibility as to completeness or accuracy of the depicted location on these drawings. The Contractor shall be responsible for taking precautionary measures to protect the utility lines shown and all other lines not of record or not shown on these drawings by verification of their location in the field prior to the initiation of the work.

27. **CORRECTION TO CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991**

§80.09 (b) 2.of the City of Huntsville's Standard Specifications for the construction of Public Improvements, Contract Projects, 1991 refers to the definition of recovery time as being set forth in Section 10.01. Inasmuch as this definition was omitted from §10.01, the following definition shall be incorporated :

Recovery Time. Recovery time is defined as the time required, after the controlling item or items of work have been substantially damaged as a result of conditions and causes beyond the control of the Contractor and not due to his negligence of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

28. **WARRANTIES**

Contractor shall provide a minimum of one year warranty of all materials and services from date of final completion. Additionally, all manufacturer's warranties on materials used in providing the services shall be provided to the owner with the final payment request. Separate warranty bonds may be required on specialty items as determined by the Owner and will be shown as a separate line item in the quantities prior to bidding.

29. **COORDINATION WITH OTHER CONTRACTORS**

It shall be the responsibility of the contractor to coordinate with other separate contractor's who may be working on the site or an adjacent site with regards to access to the site, storage of materials and working on a non-interference basis.

30. **W-9 TAXPAYER FORM**

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

31. **FINAL PAYMENT**

Final payment to be based upon each separate project work order issued by OWNER and made payable to construction contractor after contractor provides the following: advertising of completion for four (4) consecutive weeks, lien waivers have been provided from all subcontractors. This final payment will be retainage only. All work will be complete prior to advertisement of completion. Advertisement of completion will be in a Huntsville local newspaper. The final payment request of retainage only will be submitted along with the advertisement of completion, warranties, and lien waivers.

32. **PROJECT COMPLETION DATE**

The project completion date will be set by the COH Project Engineer. This date will be after all work has been completed. Therefore, all work will be completed before any advertisement of completion is made. The completion date will always be before the first advertisement date.

33. **LIEN WAIVERS**

Lien waivers will be required from all subcontractors working for the contractor. These lien waivers shall be included

with your final payment package. The contractor is responsible for obtaining signatures from his subcontractors. If no subcontractors are used, contractor must provide a statement indicating such.

34. **LOWEST RESPONSIVE AND RESPONSIBLE BIDDER**

For the purpose of determining the lowest responsive, and responsible bidder, the OWNER shall consider the total base bid amount only, with the award going to the lowest overall bidder. It is understood that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and bidder offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the original bid submittal. The undersigned bidder also understands that when lump sum bids are called for, bidder will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. Basis of payment will be determined by the actual quantities measured (to be determined by the COH) and multiplied by the contract bid unit prices as originally submitted with the bid documents.

35. **NON-RESIDENT BIDDERS**

In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances.

36. **CORRECTION TO SECTION 105 – EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement**

Section 105.04 will remain as stated when estimated borrow material is less than 2500 C.Y.

When estimated borrow material is more than 2500 C.Y., Section 105.04 is revised to remove the last paragraph: "Borrow material will be measured at the point of delivery, inside the delivery truck less 30 percent for shrinkage."

37. **CORRECTION TO SECTION 847 – PIPE CULVERT JOINT SEALERS**

Section 847 is deleted and replaced with Section 846 – Pipe Culvert Joint Sealers, ALDOT Specifications for Highway Construction, Current Edition.

38. **NPDES CONSTRUCTION REQUIREMENTS**

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Off site borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs 1 acre or greater or will disturb less than 1 acre but is part of a larger common plan of development or sale whose total land disturbing activities total 1 acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department. The Contractor is referred to the "Alabama Department Of Environmental Management Field Operations Division – Water Quality Program - Division 335 – 6" for complete definitions and requirements. The Contractor is also referred to Item 11 of these General Requirements, sections 50.15, 50.16, and 70.02 of the City of Huntsville "Standard Specifications For Construction Of Public Improvements, Contract Projects" (Specifications)
Contractor violations of the permit by rule which results in enforcement actions from ADEM including fines and/or work stoppage shall be the responsibility of the Contractor. Fines assessed to the Contractor or the OWNER because of Contractor action shall be paid by the Contractor. No extension of contract time shall be considered as a result of enforcement. Enforcement history will also be considered by the OWNER in its decision to issue future proposals or award future contracts in accordance with disqualification provisions of Section 20.02(b) of the Specifications.

39. **E-VERIFY STATEMENT**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or

more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.
During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"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."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

40. **CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS**

For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:

1. **TRAFFIC SIGNAL LOOP REPAIRS** – All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after paving work.

2. **TRAFFIC SIGNAL STRIPING, MARKINGS, RAISED PAVEMENT MARKERS AND CERAMIC MARKERS FOR GUIDANCE** - All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition. Unless otherwise specified, traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced exactly as traffic striping, markings, raised pavement markers and ceramic markers for guidance existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of all striping, markings, raised pavement markers and ceramic markers for guidance and assuring that all are replaced exactly as existed prior to paving. All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be reflectorized. All resurfaced areas shall be marked with temporary striping and markings for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after paving work.

41. **SURVIVABILITY OF CONTRACT PROVISIONS**

Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages,
bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims, and enforcement of the rights of the parties.

42. **SURETY BONDS**

The Contractor shall furnish separate performance and payment bonds to the Owner within fifteen (15) days after the date of acceptance of this proposal by City Council action. Each bond shall set forth a penal sum in an amount of ONE MILLION AND NO/100 DOLLARS ($1,000,000.00). Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the

Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner. All bonds must be approved by the Mayor and the Clerk of the City of Huntsville.

43. **GOVERNING LAW**

The Contract shall be governed by the laws of the State of Alabama.

44. **ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)**

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

45. **SUCCESSORS AND ASSIGNS**

The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

46. **WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

47. **RIGHTS AND REMEDIES**

Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

48. **ENTIRE AGREEMENT**

This Contract represents the entire agreement between the Owner and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

PERIODIC BID FOR SANITARY SEWER PROJECTS-2026

Project No. 71-25-SP40
January 5, 2026

Addendum #2

CLARIFICATIONS

These questions were asked at the pre-bid meeting and are clarified below:

Q: Mark asked if the bid date could be moved out a week.
A: WPC will keep the original bid date of 01/08/2026.

Q: Question asked if polymer concrete manholes could be used as an alternate to liners.
A: Construction materials are specified in COH Design Manual for Sanitary Sewer and the Engineering Construction Spec Book. Any deviation from these specs must be approved by the project engineer.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

END OF ADDENDUM #2

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

PERIODIC BID FOR SANITARY SEWER PROJECTS-2026

Project No. 71-25-SP40
December 23, 2025

Addendum #1

Attached are the Pre-Bid Minutes from the meeting held on Tuesday, December 23, 2025, in the 6th Floor Training Room 624/625, 305 Fountain Circle, Huntsville, AL.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Pre-Bid Minutes

END OF ADDENDUM #1

MANDATORY PRE-BID

MINUTES

PROJECT NAME: Periodic Bid for Sanitary Sewer Projects-2026

PROJECT NUMBER: 71-25-SP40

DATE: December 23, 2025

PROJECT ENGINEER: Chase Marshall

PROJECT INSPECTOR: Chase Marshall

William McDonald	REV Construction
Trey Hutchins	Ranger Environmental
John Poslell	Garney Construction
Mark Blair	Grayson Carter & Son
Jamie Martin	Armorock
Gabe Clark	Christopher Contractors
Kevin Sawyer	Lambert Contracting
Chase Marshall	COH Water Pollution Control
Mary Ridgeway	COH Engineering
Angela Gurley	COH Engineering
Marc Reed	COH Planning

1. Introduction of all persons present

2. Work Description (Project Scope)

   Periodic laying of sanitary sewer in different locations under the periodic unit items. No work is guaranteed and individual projects will not exceed $500,000. Performance & Payment Bonds in the amount of $1,000,000.00 will be required.

3. Permits (Provide copies of all permits as part of the Contract)
   a. The City will provide all permits needed to complete the work.

4. Utility Project Notification
   a. Responsibility of Contractor to locate and coordinate with existing Utilities

5. Right-of-Way
    a. All work will be done in easements or in the road. Easements will be acquired ahead of time.

6. Schedule of Work
    a. Critical Path
    b. Need by first payment
    c. Owner reserves the right to withhold payment if work is more than 25% behind schedule

Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

    d. No Construction Trailer will be required. As-Builts will be required after completion of each project.
    e. Calendar Days to complete project – This is a Periodic Bid which is one year with the option to renew for two (2) additional years at the same NTP price.
    f. Council Approval – January 22, 2026

7. Bid Sheet (Quantities)
   Contractor is required to submit pricing (Attachment "A") on a CD-RW or thumb drive (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The CD-RW or thumb drive must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD or thumb drive in any manner. If a price discrepancy is found on the CD-RW or thumb drive, or the correct version of bid quantities is not submitted on the CD-RW or thumb drive, which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

8. Payment
   The project estimated budget will be established based on the contractors estimated items and quantiles anticipated to complete the work, as outlined by the engineer or supplied drawings. The OWNER will then issue individual purchase orders on an as-needed basis. In no case will the cumulative total of the individual purchase orders exceed the total contract amount.

   The OWNER agrees to pay the contractor as follows: Payment by the OWNER shall be full payment to the Contractor on the basis of duly certified and approved total quantity of work performed by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all advertisements of the work have been performed. The contractor may elect to hold the pay request until after all advertising has been complete, in which no retainage will be held by the OWNER. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date, unless a time extension request has been submitted and approved by the engineer. All pay requests will be submitted by two signed original hard copies. The original hard copies should be submitted to Kerri Bevilacqua in the Water Pollution Control Department. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

   a. Date for payment submittal monthly
      i. Process for monthly quantities
      ii. Monthly Progress Meetings
      iii. Red-line As-built required to be maintained by the Contractor and review monthly prior to invoices being submitted.
      iv. Define Substantial Completion – Project in usable condition for intended purpose
      v. Liquidated Damages
      vi. One year warranty period begins upon substantial complete.

9. Traffic Control – Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition.

10. Subcontractors
Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Attachment "D" – "Subcontractor's Listing" in the Supplement to General Requirements for Construction of Public Improvements, City of Huntsville, Alabama has been revised and bidders are advised to pay special attention to the text and instructions listed on the attachment. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

11. Special Documentation based up Funding Requirements (i.e. Labor Payroll, etc.)
Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

12. Questions?

Q: Mark asked if the bid date could be moved out a week.
A: Chase said he will clarify this and address it in the addendum.

Q: Question asked if there is a list of projects to be completed.
A: Chase stated that there are a couple small extension projects but no large projects currently. Chase said that the projects are as needed and can come and go as the city continues to grow.

Q: Question asked if polymer concrete manholes could be used as an alternate to liners.
A: Chase stated that he will address this in the addendum.

Q: Question asked if rock excavation is included in this contract.
A: Chase said yes.

All questions were answered and all clarifications made by addendum. **All addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the**

Specifications. Acknowledgement of receipt of addenda is **mandatory** using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid.

Last day for questions concerning this project before the bid will be **Tuesday, December 30, 2025, until 5:00 p.m.** via email to: angela.gurley@huntsvilleal.gov.

Response to contractor questions will be **Monday, January 5, 2026, until 5:00 p.m.**

Bids open: Thursday, January 8, 2026, at 10:00 a.m. in the **6th Floor Training Room 624/625**, 305 Fountain Circle, Huntsville, AL. All bids must be **SEALED** before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

The pre-bid notes and all addenda shall become a part of the contract documents. Chase reminded everyone that all of the information he addressed will be posted to the City's website.

General Notes:

The award of the bid will be based on unit prices only.

Every item on the bid must be bid.

For final payment, Contractor will need to send invoice to COH, advertisement for completion of the project is required for 4 weeks and retainage is held until proof is submitted. The proof of advertisement is required, any lien waivers involving subcontractors, and any warranties. If there are no lien waivers a letter is required stating, there are no lien waivers.

The contract is good for one (1) year; and can be extended up to two (2) additional years.

Every Contractor's superintendent should have a copy of the City's Standard Details (Construction of Public Improvements, 1991).

Each project will be considered as a separate project as far as retainage is concerned.

Bond is required for one (1) year at the award of bid; if bid is extended to the same Contractor, bond must be extended.
No digital as-builts are required.

Courteous people are needed to work on the projects because they will deal with the public in some sensitive areas at times while working on the projects.

Meeting Adjourned.

CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the Contract with REV Construction, Inc., in the Not-to-Exceed (NTE) amount of TEN MILLION FIVE HUNDRED FIVE THOUSAND SEVEN HUNDRED TWENTY-ONE AND .80/100 DOLLARS ($10,505,721.80), for Periodic Bid for Sanitary Sewer Projects-2026, Project No. 71-25-SP40, which is being submitted to the City Council of the City of Huntsville, Alabama for approval on this the 22nd day of January, 2026, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

_____

Randall Stewart
Director of Water Pollution Control
City of Huntsville

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012, is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville, Alabama contracts that have been competitively bid and is hereby made a part of this Contract:

"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."

Representation Pursuant to Code of Alabama) § 41-16-5 (b)

By signing this Contract, REV Construction, Inc., 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.

REV Construction, Inc.
(Company)

BY: _____
(Authorized Representative)

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-100

Department: Fire and Rescue

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Gregory Spruell.

Resolution No. 26-85

Finance Information:

Account Number: 1000-42-42300-501010-00000000

City Cost Amount: NTE $39,000

Total Cost: NTE $39,000

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: NA

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6380

Department: Fire and Rescue

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between Gregory Spruell and the City of Huntsville.

Resolution No.

Finance Information:

Account Number: 1000-42-42300-501010-00000000

City Cost Amount: NTE $39,000

Total Cost: NTE $39,000

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: NA

SPECIAL EMPLOYEE AGREEMENT COVER SHEET

Instructions:

- All special employee agreements submitted for review must have this Cover Sheet attached.
- Complete the cover sheet in its entirety. Include N/A when appropriate.
- Email the completed cover sheet along with all contractual documents (with attachments) to the Legal and Human Resources Departments.
- Once approved, the requesting department will add to the City Council agenda.

Date:	12/10/2025	*Today's Date*
Requestor's Name:	Crystal McKenzie	*Your Name*
Requesting Department:	Fire & Rescue	*Division/Department*
Requesting GL Code:	42300	*Salary Account Number*
Individual/Employee Name:	Gregory Spruell	*Individual/Employee Name from Agreement*
Termination Effective Date:	February 22, 2026	*Effective Date of Termination/Retirement*
Previous Rate of Pay:	31.25	*Rate of Pay at Termination/Retirement*
Agreement Rate of Pay:	$ 31.25	*Rate of Pay in Agreement*
Agreement Effective Date:	01/22/2026	*Estimated Effective Date of Agreement*
Renewal/New Agreement:	Renewal	*Is this a renewal or new agreement?*

BRIEFLY STATE THE PURPOSE OF THIS AGREEMENT

Renewal of Special Employee Agreement between the Gregory Spruell and the City of Huntsville commencing on February 22, 2026.

LIST ANY BENEFITS PROVIDED IN THE AGREEMENT

$31.25/hr
not to exceed $39,000 yearly

TOTAL COST *(list the one-time and annual recurring cost of the agreement)*

- ONE-TIME: ANNUAL: $ 39,000.00 OTHER:
- IF MULTI-YEAR AGREEMENT - BEGIN DATE: END DATE or ongoing:

ADDITIONAL INFORMATION:

Is this agreement associated with any other contracts or agreements currently in effect with the City of Huntsville. If YES, provide date, vendor for original contract. ○ Yes ◉ No

Original Contract Date: Vendor Name:

Approved as to Form

Approval: _____ Date: _____

****PLEASE NOTE – Information contained on this document may be subject to change upon approval.**

RESOLUTION NO. 26-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Gregory Spruell, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Special Employee Agreement Between Gregory Spruell and the City of Huntsville" consisting of six (6) pages or two (2) pages plus four (4) additional pages consisting of Exhibit "A" and the date of January 22, 2026 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

Mayor of the City of Huntsville,
Alabama

SPECIAL EMPLOYEE AGREEMENT BETWEEN GREGORY SPRUELL AND THE CITY OF HUNTSVILLE

STATE OF ALABAMA)
COUNTY OF MADISON)

THIS AGREEMENT is made and entered into on the 22nd day of January 2026, by and between Gregory Spruell, an individual, ("Spruell") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City").

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Spruell shall be employed by the City of Huntsville as Assistant Fire Marshal and shall be classified as a "Special" employee under the City's Personnel Policies and Procedures Manual.

2. The term of this contract shall be for a period of one (1) year commencing on February 22, 2026.

3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

4. During the term of this contract, Spruell shall perform the duties and responsibilities of Assistant Fire Marshal and shall be under the direct supervision of the Fire Marshal or Deputy Fire Marshal. Duties of the position of Assistant Fire Marshal shall include all work described on Exhibit "A" attached hereto and incorporated by reference herein.

_____
President of the City Council of
the City of Huntsville, Alabama

Date: January 22, 2026

5. In consideration of the services rendered hereunder, City shall pay to Spruell the rate of $31.25 per hour not to exceed 29 hours per week with the total sum not to exceed $39,000 per year or the current maximum earnings authorized by the Code of Alabama 1975 as amended §36-27-8.2, which shall be paid bi-weekly in accordance with City's regular, payroll processing system. During the term of this agreement, Spruell shall not receive any cost of living adjustment approved by the City Council for all other employees of City. In addition, Spruell shall not receive any benefits available to any employee of the City except those benefits he receives as a result of being retired from regular employment with the City. Spruell shall have no authorization to incur any debt or obligation on behalf of the City.

6. Spruell acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Spruell agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

7. Except as specified herein, Spruell shall be subject to all policies applicable to part-time employees.

8. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 22nd day January 2026.

_____
Gregory Spruell, an Individual

CITY OF HUNTSVILLE, ALABAMA
a Municipal Corporation

BY:_____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Shaundrika Edwards
ITS: City Clerk

Assistant Fire Marshal

Class Code:
9020

Bargaining Unit: Not Applicable

CITY OF HUNTSVILLE
Established Date: Nov 1, 2007
Revision Date: Aug 17, 2017

SALARY RANGE

$25.28 - $42.82 Hourly
$2,022.40 - $3,425.60 Biweekly
$4,381.87 - $7,422.13 Monthly
$52,582.40 - $89,065.60 Annually

NATURE OF WORK:

This is technical field work in the area of fire prevention which encompasses public education, enforcement of fire codes, ordinances, standards, guides, and state laws. Responsibilities also include the investigation of fires for their origin and cause, for possible criminal prosecution or civil litigation.

Work involves conducting field inspections to ensure compliance with applicable codes and ordinances on all public access and private commercial structures within the city limits of Huntsville. Conducts classes, seminars, and drills to educate the public, private, and governmental agencies on an array of fire prevention topics. Conducts fire investigations to determine the origin and cause of fires, follows through with the investigation as needed for possible criminal prosecution or civil litigation. Work is performed with wide latitude for judgment and is reviewed through reports and conferences.

ESSENTIAL AND MARGINAL FUNCTIONS OF WORK:

Fire Code Enforcement: Conducts construction plans reviews on all commercial buildings to ensure compliance with codes and ordinances adopted by the city and state. Reviews include site, electrical, HVAC, structural, plumbing, alarm, and fire protection systems. Conducts spot inspections throughout the construction process, advises contractors and builders on corrective actions for adherence to codes; completes a final inspection and systems testing prior to the building or structure being occupied. Conducts field inspections on all public and private businesses and structures to ensure compliance with all adopted codes and ordinances. Prepares inspection reports in a clear and concise manner. Identifies the occupancy classification, means of agrees, construction types; determines the operational readiness of new and existing fire protection systems and appliances. Determines the potential for fire growth in a structure. Inspects areas for storage, handling, and use of ignitable, hazardous substances or materials. Advises owners and occupants to insure strict compliance with applicable codes and ordinances. Issues permits for applicable

structures and services. Issues citations for noncompliance of fire codes and ordinances.

Fire Investigation: Investigates and evaluates the fire scene to determine the area/point of origin, source of ignition, materials ignited, act(s) or activity that brought the ignition source and materials together. Coordinates with fire suppression personnel in fire suppression duties for the purpose of scene preservation and debris removal. Assesses the subsequent progression, extinguishment, and containment of the fire. Secures the fire scene so that all evidence or potential evidence is protected from damage, destruction, or contamination. Documents the fire scene by drawing diagrams, photographing, and taking field notes to be used to compile the final report. Collects and preserves evidence by using proper physical and legal procedures. Obtains information through interviews and interrogations. Gathers reports, records, equipment, and materials, so that all information is appropriate to the investigation, and is complete and authentic. Ensures that the chain of custody for evidence is maintained and acceptable for court. Prepares a comprehensive written report given the investigation findings and documentation. Testifies during legal proceedings, gives investigative findings and contents of reports; consults with legal counsel.

Fire Education: Develops and implements programs to educate and train the public and private sector on fire safety related issues. Conducts interviews with the news media on fire safety topics and investigations. Selects instructional materials, gathers program resources, adjusts the program to the appropriate age level; schedules and presents implementing, and instructing Firefighters, Driver Engineers, Captains, and Chief level Officers in a wide variety of subjects and skills.

Requires regular and prompt attendance plus the ability to work well with others and work well as a team.

MARGINAL FUNCTIONS OF WORK:

Conducts background investigations on possible new hires.

Assists in the physical agility test for new hires.

Acts as a liaison for the department at public events.

Performs routine equipment and vehicle maintenance.

Performs related work as required.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

Knowledge of the characteristics of ignitable, explosive, hazardous, and similar materials.

Knowledge of the laws, ordinances, codes, standards, and guides that pertain to fire prevention.

Knowledge of the departmental rules, regulations, and policies.

Knowledge of the geography of the city including principal buildings, hydrants, and the location of specific fire hazards.

Ability to plan and conduct classes, seminars, and drills with private and public organizations or

individuals concerning fire protection, suppression, alarms, investigations, inspections and life safety issues.

Ability to locate and identify fire code violations or potentially hazardous conditions in buildings, structures, and installations.

Ability to conduct an effective fire investigation and to identify suspicious conditions at the fire scene.

Ability to examine and review construction plans for code compliance.

Skill in the operation and care of a personal computer.

MINIMUM EDUCATION, TRAINING AND EXPERIENCE:

High school diploma from a school accredited by a regional accrediting agency recognized by the U.S. Department of Education or GED certificate issued by the appropriate state agency, and, must have served at least three (3) years of continuous service as a member of the Huntsville Fire & Rescue Department.

WORKING ENVIRONMENT:

Work is performed indoors and outdoors. Work exposes the employee to solvents, greases, oils, dusts, fumes, odors, smoke, gases, chemicals, explosives, toxic substances, electrical shock, extreme weather conditions, building collapses, hostile or emotional fire victims, civilians or suspects, excessive noise levels, poor lighting, and fire debris.

PHYSICAL DEMANDS:

Work requires the regular, and at times, sustained performance of extended periods of time of physical tasks, such as walking over rough or uneven surfaces, sitting, standing, stooping, crouching, kneeling, working in confined or restricted spaces, working at heights, climbing or frequent lifting of heavy objects over 50 pounds, shoveling, digging, and moving fire debris.

Work requires the ability to both communicate verbally and written in a concise manner, solve problems, attend to details, attend to tasks without distraction, reason effectively, use effective judgment, maintain alertness and awareness to perform multiple concurrent tasks.

NECESSARY SPECIAL REQUIREMENTS:

Must possess and maintain a valid driver's license.

Applicant must be certified as State of Alabama Firefighter I and II, and in Hazardous Materials

Awareness and Operations.

Applicant must also be certified as State Fire Inspector I and II, Fire Investigator and Fire Instructor I. Applicant shall be certified before application deadline or shall obtain certification within eighteen (18) months of promotion. If a newly promoted candidate has not obtained the required certifications within eighteen (18) months of his/her promotion to Fire Prevention/Investigation Officer, the promotion will be revoked and such individual shall be demoted to the previously held (rank) position.

Applicant must also be licensed in Alabama as an Emergency Medical Technician*. Applicant must maintain an Emergency Medical Technician license. Applicant shall be licensed as an Emergency Medical Technician* prior to the deadline for application.

*Applicant may be licensed as an Emergency Medical Technician Basic, Advanced EMT, Intermediate EMT, or Paramedic.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-101

Department: Police

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a special employee agreement between the City of Huntsville and Lisa Mason.

Resolution No.

Finance Information:

Account Number: 1000-41-41100-501010-00000000

City Cost Amount: $39,000 maximum

Total Cost: $39,000 maximum

Special Circumstances:

Grant Funded: n/a

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: Special employee contract for public safety dispatcher, Lisa Mason. A maximum of $39,000 to be paid. Contract is for one (1) year.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6423

Department: Police

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a special employee agreement between the City of Huntsville and Lisa Mason.

Resolution No.

Finance Information:

Account Number: 1000-41-41100-501010-00000000

City Cost Amount: $39,000 maximum

Total Cost: $39,000 maximum

Special Circumstances:

Grant Funded: n/a

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: Special employee contract for public safety dispatcher, Lisa Mason. A maximum of $39,000 to be paid. Contract is for one (1) year.

RESOLUTION NO. 26-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and Lisa Mason, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Special Employee Agreement between the City of Huntsville and Lisa Mason" consisting of four (4) pages including Attachment "A", and the date of January 22, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

_____
Mayor of the City of Huntsville,
Alabama

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND LISA MASON

STATE OF ALABAMA)
COUNTY OF MADISON)

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND LISA MASON

THIS AGREEMENT is made and entered into on the 22nd day of January 2026 by and between Lisa Mason, an individual, ("Mason") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City").

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Mason shall be employed by the City of Huntsville as a Special Employee in the Police Department, and shall be classified as a "Special" Employee under the City's Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Chief of Police, or his designee. Mason's duties of the position of Special Employee shall include all work described on Attachment "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Mason at the rate of $26.25 per hour not to exceed an average of twenty-nine (29) hours per week, with the total sum not to exceed $39,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Mason shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Mason shall not receive any benefits available to any employee of the City except those benefits she receives as a result of being retired from regular employment with the City. Mason shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of this contract shall be for a period of one year commencing on January 22, 2026.

_____
President of the City Council
Of the City of Huntsville, AL
Date: January 22, 2026

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. Except as specified herein, Mason shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

6. Mason acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Mason agrees not to disclose the confidential information to any third party, except as it relates to law enforcement activities or prosecution of offenders, at any time following execution of this agreement. This clause shall survive the termination of this agreement.

7. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Lisa Mason

Lisa Mason, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Shaundrika Edwards
ITS: City Clerk

Exhibit A

Public Safety Dispatcher

Job Specifications and Duties

General Purpose

This is specialized communications work in receiving and dispatching accurate information on an assigned shift to appropriate personnel. Positions in this class are employed in both police and fire communications and dispatch personnel based on 7 digit calls and 911 calls.

Class Characteristics

This position reports to the Police Chief and/or designated appointee. The Public Safety Dispatcher will work closely with the Public Safety Shift Supervisors and the Communications Sergeant to help dispatch call to police officers, answer emergency, and non-emergency phone lines while working at the 911 Center.

Essential Functions

- Receives and prioritizes calls and complaints from the public concerning crimes, fires and emergencies; questions the caller to determine the nature of the problem; enters information into CAD System verifying the location and determining the appropriate responder.
- Dispatches personnel and appropriate equipment to scene of emergency while maintaining radio contact, scans status charts and computer screen to determine units available; dispatches appropriate equipment in response for services and in accordance with established procedures.
- Broadcasts orders to police and other emergency units in vicinity to investigate complaints and relay instructions or questions from other units; determines type and nature of personnel and equipment needed; maintains verbal contact with caller for the purpose of updating in-progress calls and continually updates responding units.
- Maintains contact with units on assignments and those not on assignments; maintains status and location of all units using a computer aided dispatch system.
- Enters, updates, and retrieves information from computer systems; monitors multiple radio frequencies simultaneously; answers non-emergency calls for assistance; provides assistance in receiving and processing 911 emergency calls for all other fire, medical, and law enforcement agencies within Madison County.
- Maintains log of all radio transmissions as to time, duration, and message; relays general information to the public and refers callers to proper offices; performs follow-up on dispatches.
- Maintains contact with units on assignment as well as those not on assignments; maintains status and locations of all units using a computer aided dispatch system. Enters, updates and retrieves information from computer systems.
- Monitors multiple radio frequencies simultaneously; answers non-emergency calls for assistance.

- Performs historical data and background searches in order to safeguard the responding emergency personnel and citizens.
- Performs call taker duties consisting of receiving detailed information from citizens requesting police or other emergency service, entering this information into the CAD system, processing this information, and giving any applicable instructions to the citizen.
- Performs demonstrations and provide explanations for visiting dignitaries, citizen groups, and potential customers of the CAD System.
- Uses a wide variety of resource materials to aid police officers and firefighters in the field such as city and telephone directories, law enforcement directory, street location guide and hazardous materials chemical book.
- Operates a variety of computerized communications equipment including radio console, telephones and dispatch system; provides assistance in receiving and processing 911 emergency calls for all other fire, medical and law enforcement agencies within Madison County.
- Requires regular and prompt attendance plus the ability to work well with others and work well as a team.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-102

Department: City Council

Subject: **Type of Action:** Introduction

Introduction of an Ordinance naming the new Arboretum at John Hunt Park the "Joy McKee Arboretum."

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: John Hunt Park
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6448

Department: City Council

Subject: **Type of Action:** Introduction

Introduction of an Ordinance naming the new Arboretum at John Hunt Park the "Joy McKee Arboretum."

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: John Hunt Park
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 26- ___

WHEREAS, the City of Huntsville, Alabama, is constructing a 3-acre arboretum in John Hunt Park that will expand educational and recreational opportunities in the City; and

WHEREAS Joy McKee served our community and the City of Huntsville for 22 years, culminating her career as the Director of the Landscape Management Department where she led efforts to substantially expand the City's natural public spaces, tree canopy, and nature-based recreation and educational offerings; and

WHEREAS Ms. McKee served for 28 years on the board of Operation Green Team and 26 years on the City's Beautification Board thereby successfully leading efforts to improve environmental conservation and beauty throughout the Huntsville area; and

WHEREAS, the City Council of the City of Huntsville, Alabama, desires to name the arboretum in honor of Joy Mckee to recognize her contributions to the City of Huntsville community.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that, upon the completion of the arboretum, the said facility located at the intersection of Airport Road and Alex McAllister Drive SW and bound on the north and west sides by the Loretta P. Spencer Sports Complex shall be officially known as the "Joy McKee Arboretum".

ADOPTED this the _____ day of _____, 2026.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2026.

_____
Mayor of the City of Huntsville,
Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-103

Department: Human Resources

Subject: **Type of Action:** Introduction

Introduction of an ordinance amending Section 18 of Ordinance 04-315 of the Personnel Policies and Procedures Manual.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: This amendment is necessary to comply with Federal Transit Administration (FTA) and Federal Motor Carrier Safety Administration (FMCSA) requirements. Also, to update additional personnel Shaunese Niecei Tucker and remove Wonda Billingsley, Health Center Program and Resources Specialist Secondary DER.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6429

Department: Human Resources

Subject: **Type of Action:** Introduction

Introduction of an ordinance amending Section 18 of Ordinance 04-315 of the Personnel Policies and Procedures Manual.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: This amendment is necessary to comply with Federal Transit Administration (FTA) and Federal Motor Carrier Safety Administration (FMCSA) requirements. Also, to update additional personnel Shaunese Niecei Tucker and remove Wonda Billingsley, Health Center Program and Resources Specialist Secondary DER.

ORDINANCE NO. 26-

BE IT ORDAINED BY THE City Council of the City of Huntsville, Alabama, that Section 18 of Ordinance No. 04-315 (Personnel Policies and Procedures Manual), as previously adopted, approved and amended, by Ordinances 08-776, 09-26, 10-922, 15-838, 18-455, 18-494, 20-231, 22-931, and 24-284 is hereby further amended as follows:

SECTION 18 DRUG AND ALCOHOL POLICY (ORD. 08-776) (ORD. 09-26) (ORD.10-922) (ORD. 15-838) (ORD. 18-455) (ORD.18-949) (ORD.20-231) (ORD. 22-931) (ORD.24-284)

18.1 DRUG-FREE WORKPLACE ACT STATEMENT AND POLICY

Portions of this policy are not DOT-mandated but reflect the City of Huntsville's policy. These additional provisions are identified by bold text.

This Policy as set forth in this Section 18.1 is intended to be in compliance federal regulations in order to meet the requirements of the Federal Transit Administration (FTA) and the Federal Motor Carrier Safety Administration (FMCSA) and complies with 49 CFR Part 655, as amended, 49 CFR Part 382, as amended, and 49 CFR Part 40, as amended. Copies of Parts 655, 382, and 40 are available in the drug and alcohol program manager's office and can be found on the Internet at the Department of Transportation (DOT) Office of Drug and Alcohol Policy and Compliance website http://www.transportation.gov/odapc.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with these regulations.

Employees could be subject to either an oral fluid collection or a urine collection for any DOT-regulated test [i.e., pre-employment, random, reasonable suspicion/ cause, post-accident (other than FRA [1]), return-to-duty, or follow-up].

If there is a reason a second collection is needed during the testing event, (e.g., initial temperature out-of-range urine specimen, or insufficient quantity for either an oral fluid or a urine specimen), the City may choose to change to the other type of collection to finish the testing event.

The choice of whether to conduct an oral fluid or a urine test is up to the employer.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All City employees are subject to the provisions of the Drug-Free Workplace Act of 1988. (Public Law 100-690, Title V, Subtitle D, 41 USC §§ 701-707)

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. Employees are expected to report to work free from unlawful drugs that could inhibit their ability to perform their duties, could cause a workplace accident, or could cause the employee to endanger the lives of the employee or others. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the employee's immediate supervisor, Department Head, or the Human Resources Director no later than five days after such conviction. Violations of these policies by an employee shall subject the employee to discipline, up to and including termination, in accordance with the disciplinary procedures set forth within this Section 18 and within Section 13, Conduct and Disciplinary Policy.

(A) Covered Employees

This policy applies to every person whose position requires the possession of a commercial driver's license (CDL); every employee performing a "safety-sensitive function" as defined below, and any person applying for such positions.

(1) Under FMCSA (Part 382), you are a covered employee if you perform any of the following safety-sensitive functions:

- Driving a commercial motor vehicle which requires the driver to have a CDL
- Waiting to be dispatched to operate a commercial motor vehicle
- Inspecting, servicing, or conditioning any commercial motor vehicle
- Performing all other functions in or upon a commercial motor vehicle (except resting in a sleeper berth)
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloading, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments being loaded or unloaded
- Repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle

A listing of FMCSA covered positions shall be maintained by the Human Resources Department.

(2) Under FTA (Part 655), you are a covered employee if you perform any of the following safety-sensitive functions:

- Operating a revenue service vehicle, in or out of revenue service

- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

The following are jobs for safety sensitive Public Transit positions in the City of Huntsville:

- **Public Transit Manager**
- **Transit Operations Manager**
- **Vehicle Maintenance and Service Coordinator**
- **Transit Center Platform Manager**
- **Transit Operations Supervisor**
- **Transit Fleet & Facilities Maintenance Worker**
- **Public Transit Dispatcher**
- **Fixed Route Lead Bus Operator (FT)**
- **Fixed Route Bus Operator (FT)**
- **Fixed Route Bus Operator (PT)**
- **Paratransit Lead Operator (FT)**
- **Paratransit Operator (FT)**
- **Paratransit Operator (PT)**
- **Transit Maintenance Technician I**
- **Transit Maintenance Technician II**
- **Equipment Technician II ***

*The Equipment Technician II positions that performs maintenance on Public Transit vehicles only.

(B) Prohibited Behavior
Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called

to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

It shall be a violation of the City Drug and Alcohol Policy for a supervisor to allow an employee known to be in violation of these rules to perform or continue to perform safety-sensitive functions.

(C) Consequences for Violations

(1) FTA Consequences

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of the employee's next regularly scheduled duty period (but for not less than eight (8) hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

(2) FMCSA Consequences

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).
Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of the employee's next regularly scheduled duty period, but for not less than 24 hours following administration of the test.

(3) Treatment/Discipline

Employees with a positive test result shall be referred to a Substance Abuse Professional (SAP) for participation and completion of an education or treatment program developed and recommended by the SAP.

Per City policy, any covered employee who tests positive for drugs or alcohol (BAC at or above 0.04, refuses to test as required, or otherwise engages in prohibited behavior or violations of this Drug and Alcohol Policy shall be subject to disciplinary action as set forth below and in accordance with Section 13 of the City's Personnel Policies and Procedures. The employee shall be subject to one or more of the following disciplinary actions:

(a) Suspension without pay for ten (10) days or more and successful completion of a SAP recommended education or Drug or Alcohol Treatment Program. Successful completion must be within the recommended timeframe by the SAP. The City shall pay in accordance with the Group Health Plan under which the employee is covered;

Demotion and successful completion of a SAP recommended education or Drug or Alcohol Treatment Program. Successful completion must be within the recommended timeframe by the SAP. The City shall pay in accordance with the Group Health Plan under which the employee is covered; or, (c) Termination. Failure of the employee to complete the SAP recommended education or Drug or Alcohol Treatment Program as referenced within this policy, or failure of the employee to complete additional requirements as recommended by the SAP (e.g. additional treatment, aftercare, or support group services) even after the employee returns to the safety sensitive duties, shall be grounds for further disciplinary action up to and including termination.

The factors to be considered in determining the appropriate disciplinary response include, but are not limited to, the circumstances giving rise to the drug or alcohol test as required herein, the employee's work history, length of employment, current job performance, and the existence of past official disciplinary actions. A safety-sensitive employee who tests positive a second time for drugs or alcohol with a concentration of 0.04 or greater shall be terminated if the violation is consistent with the Findings of Facts rendered by the Hearing Officer.

Voluntary self -referral as set forth in Section H of this policy shall not subject the employee to disciplinary action under this policy, provided the employee completes the

recommended education or treatment program and thereafter refrains from violating this FTA/FMCSA Drug and Alcohol Policy. However, this provision does not preclude the employee from disciplinary action related to misconduct otherwise in violation of the City's Personnel Policies and Procedures.

(D) Circumstances for Testing

(1) Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions. An alcohol test result of less than 0.02 is required before an employee can first perform safety-sensitive functions. If a pre-employment alcohol test is cancelled, the individual will be required to undergo another test with a result of less than 0.02 before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

FMCSA Drug Testing Exceptions
A driver is not required to undergo a pre-employment test if:

(1) The driver has participated in a DOT testing program within the previous 30 days; and
(2) While participating in that program, either:
a. Was drug tested within the past six months (from the date of application with the City, or
b. Participated in the random drug testing program for the previous 12 months (from the date of application with the City); and
(3) The City can ensure that no prior employer of the driver of whom the City has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months

(2) Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when the City Department Head, or supervisor has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

(3) Post-Accident Testing

(1) FTA Procedures

Covered employees shall be subject to FTA post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by the City Department Head or supervisor using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

(1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

(2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

(3) **The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident.**

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the Department Head or supervisor using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

(2) FMCSA Procedures

Covered employees shall be subject to FMCSA post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents
As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee who was performing safety-sensitive functions with respect to the vehicle.

Non-fatal Accidents
As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, an alcohol test will be conducted on each driver who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

(1) The accident results in injuries requiring immediate medical treatment away from the scene; or
(2) One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, a drug test will be conducted on each driver who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

(1) The accident results in injuries requiring immediate medical treatment away from the scene; or

(2) One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

(5) Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year within each DOT agency. The current year testing rates can be viewed online at http://www.transportation.gov/odapc/random-testing-rates. If a given driver is subject to random testing under the rules of more than one DOT agency, the driver will be subject to random drug and alcohol testing at the annual percentage rate established by the DOT agency regulating more than 50% of the driver's function.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

(6) Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug test result and/or an alcohol test result of less than 0.02. Any return-to-duty drug testing will be directly observed. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

(7) Follow-up Testing

Employees returning to safety-sensitive duty following a return-to-duty test will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP.

A covered employee may only be subject to follow-up alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be subject to follow-up drug testing anytime while on duty. All follow-up drug tests will be directly observed. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

(E) Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

(1) Dilute Urine Specimen

If a Return to Duty test results in a negative dilute test result, City of Huntsville will conduct one additional retest. The result of the second test will be the test of record. If there is a negative dilute test result and the test type was not a Return to Duty, City of Huntsville will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

(2) Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. The City guarantees that the split specimen test will be conducted in a timely fashion.

(F) Test Refusals

As a covered employee, you have refused to test if you:

(1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the supervisors or the City's Designated Employer Representative (DER).
(2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
(3) Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
(4) In the case of a directly observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
(5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
(6) Fail or decline to take a second drug test as directed by the collector or [City's Designated Representative.
(7) Fail to undergo a medical evaluation as required by the MRO or the City's Designated Employer Representative.
(8) Fail to cooperate with any part of the testing process.
(9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly observed urine drug test.
(10) Possess or wear a prosthetic or other device used to tamper with the collection process.
(11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
(12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
(13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions and provided with contact information for SAPs.

(G) FMCSA Clearinghouse

The Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse) is a database containing information regarding drivers who are subject to FMCSA drug and alcohol testing regulations. The following personal information will be reported to the Clearinghouse for covered drivers:

(1) A verified positive, adulterated, or substituted drug test result;
(2) An alcohol confirmation test with a concentration of 0.04 or higher;
(3) A refusal to submit to DOT test;
(4) An employer's report of actual knowledge that a driver has:
  a. used alcohol while performing safety-sensitive functions;
  b. used alcohol within four hours of performing a safety-sensitive function;
  c. used alcohol for eight hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test; or
  d. used a controlled substance;
(5) A substance abuse professional (SAP) report of the successful completion of the return-to-duty process;
(6) A negative return-to-duty test; and
(7) An employer's report of completion of follow-up testing.

(H) Voluntary Self-Referral

(1) FTA Procedures

Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the Kimon Washington, Health Center Resources and Program Manager or Wonda Billingsley, Health Center Program and Resources Specialist, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to

perform such function until successful completion of a prescribed rehabilitation program.

(2.) FMCSA Procedures

Any covered employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the **Kimon Washington, Health Center Resources and Program Manager or Shaunese Niecei Tucker, Health Center Program and Resources Specialist**, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function until successful completion of a prescribed rehabilitation program. Prior to participating in a safety-sensitive function, the employee must also undergo a DOT return-to-duty drug test with a verified negative result and/or a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(I) Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to Kimon Washington, Health Center Resources and Program Manager or Shaunese Niecei Tucker, Health Center Program and Resources Specialist. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

(J) Contact Person

For questions about the City of Huntsville's anti-drug and alcohol misuse program, contact **Kimon Washington, Health Center Resources and Program Manager/City's Designated Employer Representative (DER) or Shaunese Niecei Tucker, Health Center Program and Resources Specialist Secondary DER**.

(K) Interpretations

To the extent that any portion or provision of this policy conflicts with any applicable federal or state laws or regulations, such federal or state laws or regulations will be controlling.

This policy shall not be construed to confer to any employee any property interest in such employee's continued employment, unless such employee falls within a class of employees which has been granted such rights under the City's Personnel Policy and Procedures Manual. Any requirements or obligations imposed by this policy on third parties shall not confer any rights or benefits upon the employee or applicants unless otherwise conferred by law.

(L) Severable

The provisions of this City of Huntsville Drug and Alcohol Policy are severable. If any part of the City of Huntsville Drug and Alcohol Policy is declared invalid or unconstitutional, such declaration shall not affect the part which remains.

(M) Current Illegal Drug Use

Current illegal users of drugs are not "individuals with disabilities" under the Americans with Disabilities Act (ADA). Therefore, marijuana use is not permitted as a reasonable accommodation in any situation, in accordance with the ADA.

18.2 CITY OF HUNTSVILLE'S DRUG AND ALCOHOL POLICY FOR ALL EMPLOYEES (excluding employees tested pursuant to the authority of the Federal Transit Administration and Federal Motor Carrier Safety Administration requirements set forth in Section 18.1) **(ORD. 24-284)**

The City of Huntsville acknowledges the problem of drug and alcohol abuse in our society. Furthermore, the City recognizes drug and alcohol abuse as a serious threat to its employees. Substance abuse in the workplace may result in poor work attendance or unsatisfactory job performance and may also create safety hazards for employees and the public at large. It is the intention of the City to implement a Drug and Alcohol Policy that will allow the City to effectively detect substance abuse by its employees. The City's goal is the following: (i) to assure that its employee's ability to perform his/her job is not adversely affected or impaired; (ii) to create a workplace environment free from the adverse effects of drug and alcohol abuse; and, (iii) to prohibit the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace. In an effort to meet these goals, the City is adopting this

City of Huntsville Drug and Alcohol Policy. Employee participation in the City's Drug and Alcohol Policy is required and is a condition of employment.

The City's contact person for information about this City of Huntsville Drug and Alcohol Policy is Kimon Washington, Health Center Resources and Program Manager or Shaunese Niecei Tucker, Health Center Program and Resources Specialist. They may be reached by telephone at (256) 883-3730.

(A) Prohibited Behavior

(1) It shall be a violation of City policy for any employee to manufacture, distribute, sell, purchase, use, or possess alcohol, marijuana, cocaine, opioids, amphetamines, phencyclidine (PCP), non-prescribed controlled substances (including but not limited to anabolic steroids), or any unlawful substances while on duty or while in the workplace.

(2) It shall be a violation of City policy for any employee to report to work, be at work under the influence of, adversely affected by, or impaired by alcohol, marijuana, cocaine, opioids, amphetamines, phencyclidine, non- prescribed controlled substances (including but not limited to anabolic steroids), or any unlawful substances while on duty or while in the workplace.

(3) It shall be a violation of City policy for any employee to use prescription drugs unlawfully. It is not a violation of our policy for an employee to use lawfully prescribed medications, where those medications were lawfully prescribed for the individual employee. However, the employee shall notify Kimon Washington, Health Center Resources and Program Manager or **Shaunese Niecei Tucker**, Health Center Program and Resources Specialist if the prescribed medication may affect the employee's ability to perform his/her job.

(4) It shall be a violation of City policy for an employee to report to or to be at work with prescribed or over-the-counter drugs in the blood or urine or taking prescribed or over-the counter drugs where the use of such has adversely affected or impaired the employee's ability to perform the duties of his/her job or has posed a safety risk. Each employee shall advise Kimon Washington, Health Center Resources and Program Manager or **Shaunese Niecei Tucker**, Health Center Program and Resources Specialist in writing of the taking of a prescribed or over-the counter drug which may adversely affect or impair his/her ability to perform the duties of his/her job or which may create a safety risk. Failure of the employee to promptly notify Kimon Washington, Health Center Resources and Program Manager or **Shaunese Niecei Tucker**, Health Center Program and Resources Specialist in writing of the taking of a prescribed or an over the counter drug which may adversely affect or impair the

employee's ability to perform his/her job or which may create a safety risk is also considered to be a violation of City policy. An employee who takes a prescribed or over the counter drug which may impair or adversely affect the employee's ability to perform his/her job or which may create a safety risk may remain on his/her job, may be required to take sick leave or a leave of absence or may be subject to other appropriate action, such as temporary reassignment, as determined by his/her Department Head or Division Manager.

(5) It shall be a violation of City policy for an employee who is convicted of any violation of a criminal drug statute or alcohol statute to fail to notify his/her supervisor in writing within five (5) days after such conviction.

(6) It shall be a violation of City policy to alter, adulterate, or dilute or attempt to alter, adulterate, or dilute urine specimens. It shall also be a violation of City policy to substitute or attempt to substitute a urine specimen.

(7) It shall be a violation of City policy for any employee to report for duty or remain on duty while having an alcohol concentration of 0.02 or greater.

(8) It shall be a violation of City policy for any safety-sensitive employee, as hereinafter defined, to use alcohol within four (4) hours prior to performing safety-sensitive functions or while being "on-call" to perform safety-sensitive functions, to perform safety-sensitive functions within four (4) hours after using alcohol, or to use alcohol while performing safety-sensitive functions.

(9) It shall be a violation of City policy for an employee to refuse to take, consent to, or complete any drug or alcohol test as required by this Drug and Alcohol Policy. Refusal to take, consent to, or complete a drug or alcohol test means that the employee fails to provide an adequate urine sample for a drug test or an adequate breath sample for an alcohol test without a valid medical explanation after he or she had received notice of the requirement to be tested; or the employee engages in conduct that obstructs or avoids the testing process after receiving notice of the requirement to be tested. For the purpose of this policy and for disciplinary purposes, a violation of this rule shall be treated as though it were a positive drug or alcohol test result.

(10) It shall be a violation of City policy for a supervisor to allow an employee known to be in violation of these rules to perform or continue to perform safety-sensitive functions.

(11) It shall be a violation of City policy for an employee to violate or fail to comply with any provisions, terms, conditions, procedures, or requirements of this policy.

(B) Disciplinary Proceedings

A City employee in violation of this drug and alcohol policy shall be subject to one or more of the following as disciplinary actions:

(1) Suspension without pay for ten (10) days or more and successful completion of a SAP recommended education or Drug or Alcohol Treatment Program. Successful completion must be within the recommended timeframe by the SAP. The City shall pay in accordance with the Group Health Plan under which the employee is covered;

(2) Demotion and successful completion of a SAP recommended education or a Drug or Alcohol Treatment Program. Successful completion must be within the recommended timeframe by the SAP. The City shall pay in accordance with the Group Health Plan under which the employee is covered; or,

(3) Termination.

Failure of the employee to complete the SAP recommended education or Drug or Alcohol Treatment Program as referenced within this policy, or failure of the employee to complete additional requirements as recommended by the SAP, (e.g., additional treatment, aftercare or support group services), even after the employee returns to safety-sensitive duties shall be grounds for further disciplinary action up to and including termination.

The factors to be considered in determining the appropriate disciplinary response include, but are not limited to, the circumstances giving rise to the drug or alcohol test as required herein, the employee's work history, length of employment, current job performance, and the existence of past official disciplinary actions. An employee who is in violation of this Drug and Alcohol Policy a second time shall be terminated, if the violation is consistent with the Finding of Facts rendered by the Hearing Officer.

An employee, prior to receiving notice of the requirement to be tested, who voluntarily identifies himself or herself as a substance abuser, obtains counseling and rehabilitation through a qualified substance abuse treatment facility approved by the Health Center Resources and Program Manager or the Substance Abuse Professional (SAP), and thereafter refrains from violating this Section 18.1 is not subject to disciplinary action under this policy. However, this provision does not preclude the employee from disciplinary action related to misconduct otherwise in violation of the City's Personnel Policies and Procedures.

(C) Submission to Drug and Alcohol Testing

For the purpose of the City's Drug and Alcohol Policy, the policy and procedure for submission to drug and alcohol testing shall be as set forth in 18.1 of the FTA/FMCSA Drug and Alcohol Policy. Employees may be subject to broader drug and alcohol testing for the purposes of training, licensing, certifications, and/or state requirements necessary for their jobs.

(D) Testing Based on Reasonable Suspicion

A Department Head, Division Manager or his/her designated representative may request and authorize the drug or alcohol testing of any City employee where there is a "reasonable suspicion" that the employee has violated this drug and alcohol policy by the use of alcohol or prohibited drugs. The request for reasonable suspicion testing and determination that reasonable suspicion exists must be based on specific, contemporaneous, articulable, observations concerning the appearance, behavior, speech, or body odors of the employee including, but not limited to, the following:

(1) The presence of recognizable physical symptoms of drug or alcohol use, e.g., slurred speech, bloodshot eyes, alcohol on breath, inability to stand or to walk a straight line;

(2) Indications of the chronic and withdrawal effects of controlled substances;

(3) Direct knowledge or observation of drug or alcohol use or possession, or possession of drug paraphernalia; or,

(4) Aberrant conduct or behavior that is so unusual that it warrants summoning a supervisor or other assistance.

The required observations must be made by a supervisor who has been trained in detecting the symptoms of drug use and alcohol misuse. The Department Head, Division Manager or his/her designated representative shall make a written determination of reasonable suspicion based on the observation as indicated above. The supervisor who makes the determination that reasonable suspicion exists shall not conduct the breath alcohol test on the employee.

Employees to be tested for "reasonable suspicion" shall be escorted to the testing site by a supervisor or the supervisor's designee as soon as possible so that the test may be administered within two (2) hours of the determination to test. Employees may still be tested if the test can be accomplished within eight (8) hours of the reasonable suspicion determination; however, if employees are not tested within eight (8) hours of the determination that reasonable suspicion exists for testing, then such event must be reported to the Health Center Resources and Program

Manager and an investigation must be conducted to determine why the employee was not tested as required herein.

An employee who has a positive drug or alcohol test result or equivalent based on reasonable suspicion testing shall be subject to the same disciplinary proceedings, return to duty, and follow-up testing imposed upon safety- sensitive employees, including the Return to Duty Agreement.

(E) Testing for Safety-Sensitive Positions In addition to the reasonable suspicion testing provided for all City employees in the foregoing paragraph, additional drug and alcohol testing is required by the City for employees performing safety-sensitive functions.

For the purposes of this policy set forth in this Section 18.2, the following types of functions or jobs are considered safety-sensitive: (i) a position requiring or having regular, direct access to a controlled substance; (ii) a position requiring having access to NCIC information; (iii) a position where the employee's action or inaction directly affects public safety; and, (iv) supervisors performing or directly supervising an employee performing those safety- sensitive functions listed in (i), (ii), and, (iii) herein.

A Department Head or Division Manager who believes that a job position has safety-sensitive functions shall identify each such position and submit it to the Health Center Resources and Program Manager and/or the Health Center Resources and Program Specialist who, in consultation with the City Attorney's Office and Director of Human Resources shall review the request before certifying that a position is safety- sensitive. Human Resources shall maintain a list designating which job classifications/positions are considered to be safety-sensitive for the purposes of this Section 18.2.

Employees in safety-sensitive positions as defined in this subsection 18.2(E) shall be notified that they are in such positions and that they are subject to pre- employment, post-accident, random, return to duty, follow-up, and reasonable suspicion testing.

Pre-employment, post-accident, random, return to duty, reasonable suspicion and follow-up drug and alcohol testing for employees in safety-sensitive jobs as defined above in this subsection 18.2(E) shall be in accordance with the procedures set forth in Section 18.1(D) of the FTA/FMCSA Drug and Alcohol Policy except as modified herein.

(1) Pre-employment testing

Testing shall be in accordance with subsection 18.1(D)(1).

(2) Post-accident testing

Mandatory drug and alcohol testing shall be required of all employees who are in safety-sensitive job classifications as defined in this subsection 18.2(E), after the occurrence of a workplace accident which results in personal injury to any person, damage to any property, or after the occurrence of any event or action which could reasonably be foreseen to cause an accident likely to result in personal injury to any person or damage to any property, unless the employee's performance can be discounted as a causative or contributing factor. Employees shall report for post-accident alcohol testing as soon as practicable following the accident, but not later than two (2) hours after the accident. Failure to report for post- accident testing within the two (2) hour post-accident period shall be deemed a refusal to submit to testing unless the employee was detained in order to seek emergency medical care, to obtain assistance in responding to the accident, or was physically unable to report due to injuries received in the accident. No post-accident alcohol testing shall be performed later than eight (8) hours after the accident.

Employees required to take a post-accident alcohol test shall not use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.

Employees required to undergo post-accident drug tests shall report to the test facility in sufficient time for the test to be administered within thirty-two (32) hours of the accident. Failure to report for testing within the thirty-two (32) hour time frame subsequent to the accident shall be deemed a refusal to submit to testing unless the employee was detained in order to seek emergency medical care, to obtain assistance in responding to the accident, or was physically unable to report due to injuries received in the accident.

Nothing contained herein shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

(3) Random testing

Subject to the availability of funding, all safety-sensitive employees as defined in this subsection 18.2(E) above shall also be tested on a random basis. Random drug and alcohol testing shall be conducted in accordance with subsection 18.1(D)(5). Random testing pursuant to this subsection shall be based on a random testing pool separate from the random testing pools established for employees tested pursuant to subsection 18.1.

(4) Return to duty testing

Return to duty testing shall be in accordance with subsection 18.1(D)(6).

(5) Follow-up testing

Follow-up testing shall be in accordance with subsection 18.1(D)(7).

Employees to be tested under the provisions for post-accident testing, random testing, return to duty testing, or follow-up testing should be escorted
to the testing site by a supervisor or the supervisor's designee.

(6) Reasonable Suspicion

Reasonable Suspicion shall be in accordance with subsection 18.1(D)(2)

(F) Procedures for Drug and Alcohol Testing

Procedures for Drug and Alcohol Testing shall be in accordance with 49 CFR Part 40, as amended.

(G) Searches

When an employee's ability to perform his/her job leads to the request for a drug and alcohol test and the results of the test(s) are positive, the City reserves the right to search, without the employee's consent, all areas and property in which the City maintains full control or joint control with the employee.

(H) Drug Awareness Education Program

The City will conduct a Drug Awareness Education Program for its employees which will inform employees about the dangers of drug and alcohol abuse, indicators of drug and alcohol use, the City's policy of maintaining a drug-free workplace, and the availability of community drug and alcohol counseling and rehabilitation resources. Safety sensitive employees will receive a policy statement regarding the City of Huntsville's drug and alcohol abuse policy and testing program and notification of the positions designated as safety sensitive.

(I) Supervisor Training

Supervisory personnel will receive at least one hour of training in identifying drug use, and one (1) additional hour in identifying alcohol use among employees. Such training will be directed towards helping supervisors recognize the conduct and behavior that gives rise to a reasonable suspicion of drug or alcohol use.

(J) Health Center Resources and Program Manager or Designee Referral

Employees may be referred to an appropriate community resource for assessment, counseling, and rehabilitation.

(K) Interpretations

To the extent that any portion or provision of this policy conflicts with any applicable federal or state laws or regulations, such federal or state laws or regulations will be controlling.

This policy shall not be construed to confer to any employee any property interest in such employee's continued employment, unless such employee falls within a class of employees which has been granted such rights under the City's Personnel Policies and Procedures Manual. Any requirements or obligations imposed by this policy on third parties shall not confer any rights or benefits upon the employee or applicants unless otherwise conferred by law.

(L) Severable

The provisions of this City of Huntsville Drug and Alcohol Policy are severable. If any part of the City of Huntsville Drug and Alcohol Policy is declared invalid or unconstitutional, such declaration shall not affect the part which remains.

(P) Current Illegal Drug Use

Current illegal users of drugs are not “individuals with disabilities” under the Americans with Disabilities Act (ADA). Therefore, marijuana use is not permitted as a reasonable accommodation in any situation, in accordance with the ADA.

ADOPTED this the ____ day of _____, 2026.

_____
President of the City Council of the
City of Huntsville, Alabama

APPROVED this the ____ day of _____, 2026.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-104

Department: Urban Development

Subject: **Type of Action:** Introduction

Introduction of an Ordinance authorizing the Mayor to enter into an Agreement by and between Limestone County Commission and the City Council of the City of Huntsville for the acquisition of certain properties related to the Boeing Boulevard Extension Project.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6444

Department: Urban Development

Subject: **Type of Action:** Introduction

Introduction of an Ordinance authorizing the Mayor to enter into an Agreement by and between Limestone County Commission and the City Council of the City of Huntsville for the acquisition of certain properties related to the Boeing Boulevard Extension Project.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 26-_____

WHEREAS, Limestone County (sometimes referred to as the "County") desires to enter into an agreement, a copy of which is attached hereto as Exhibit "1" (the "Agreement"), with the City of Huntsville (sometimes referred to as "Huntsville") regarding the Boeing Boulevard Extension Project, hereinafter referred to as the "Project"; and

WHEREAS, the parcels of land described and depicted in Exhibit "A" of the Agreement hereto each lie outside the corporate limits of the City of Huntsville and are parcels the acquisition of which is necessary for the development of the Project (collectively the "Parcels"); and

WHEREAS, the Parcels have been, or will be, surveyed and appraised, as required by Section 18-1A-21, Code of Alabama 1975, by Huntsville; and

WHEREAS, the City of Huntsville will attempt to purchase the Parcels described herein directly from the respective Owner(s) thereof by voluntary sale and, in the event Huntsville is unable to acquire any such Parcel(s) voluntarily, Huntsville has requested that the County acquire said Parcel(s) by eminent domain proceedings; and

WHEREAS, pursuant to said Agreement, the County has agreed to acquire by eminent domain proceedings, at the expense of Huntsville, any and all Parcels lying outside the corporate limits of the City of Huntsville needed for the Project which Huntsville is unable to acquire by voluntary conveyance; and

WHEREAS, upon acquisition of any such Parcels by the County through eminent domain proceedings, said Parcel(s) shall thereafter be conveyed to the City of Huntsville.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Huntsville, Alabama, a municipal corporation within the State of Alabama, as follows:

1. The Project is in the best interests of the citizens of the City of Huntsville, and its competition will contribute to the health and general welfare of the citizens of the City of Huntsville.

2. Cooperation by and between Huntsville and the County in the administration and development of this Project will benefit the citizens of the City of Huntsville and the citizens of Limestone County. Accordingly, Huntsville agrees to cooperate and work with the County in the administration, development, and completion of the Project. Huntsville further accepts and agrees to jointly exercise certain powers and/or to provide certain services in furtherance of the development and completion of the Project as set forth in the Agreement.

3. The staff of the Real Estate Office of the City of Huntsville be and hereby are authorized to attempt to acquire all Parcels at a fair and reasonable price in accordance with Section 18-1A-22 of the *Code of Alabama*, as amended.

4. If Huntsville is unable to acquire any Parcel(s) through voluntary purchase, the County will acquire any Parcel(s) by and through Eminent Domain.

5. In the event Huntsville is unable to acquire any Parcel(s) by voluntary purchase from the owners thereof, the County is authorized to engage Samuel H. Givhan, Attorney at Law, with Lanier Ford Shaver & Payne P.C., to file and conduct condemnation proceedings on the County's behalf in order to acquire any such Parcel(s) by eminent domain proceedings.

6. Upon acquisition of any Parcel(s) by the County through condemnation proceedings, the County will convey any such Parcel(s) to Huntsville by statutory warranty deed.

7. All attorney's fees, costs, and expenses incurred in connection with any voluntary purchases or any eminent domain proceedings shall be borne by Huntsville. The Project will be funded by Huntsville's capital plan and/or through funding received from the Department of Transportation, and the budget for the Project will be established by Huntsville's Engineering Department.

8. That the Mayor of the City of Huntsville and the City Clerk be, and they are hereby authorized, empowered, and directed to execute the Agreement on behalf of Huntsville.

ADOPTED this the _____ day of _____, 2026.

_____
President of the City Council
City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2026.

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

Exhibit "1"

AGREEMENT FOR BOEING BOULEVARD EXTENSION PROJECT

WHEREAS, Limestone County, Alabama, through the Limestone County Commission, and the City Council of The City of Huntsville, Alabama, approved the execution of this Agreement (this "Agreement"), between Limestone County (sometimes referred to as the "County") and the City of Huntsville (sometimes referred to as "Huntsville") regarding the Boeing Boulevard Extension Project (the "Project"); and

WHEREAS, those parcels of land described and depicted in Exhibit "A" attached hereto each lie outside the corporate limits of the City of Huntsville and are parcels, the acquisition of which is necessary for the development of the Project. A corresponding map for each parcel follows the parcel description(s) for each respective tract (collectively the "Parcels"); and

WHEREAS, this Agreement runs with the Project and shall govern any and all revisions or amendments which may become necessary relative to the Parcels under any respective amendments of the Project plans; and

WHEREAS, the Parcels have been, or will be, surveyed and appraised by Huntsville as required by Section 18-1A-21, Code of Alabama 1975; and

WHEREAS, Huntsville will attempt to purchase the Parcels directly from the respective owner(s) thereof by voluntary sale; and

WHEREAS, Huntsville has requested that the County acquire by eminent domain proceedings any of the Parcels that the City of Huntsville is unable to purchase directly from the owner(s); and

WHEREAS, the parties have agreed that the County will acquire by eminent domain proceedings, at the expense of Huntsville, any and all Parcels lying outside the corporate limits of the City of Huntsville needed for the Project which Huntsville is unable to acquire by voluntary conveyance; and

WHEREAS, upon acquisition of any such Parcels by the County through eminent domain proceedings, said Parcel(s) shall thereafter be conveyed to the City of Huntsville.

NOW THEREFORE, for good and valuable consideration, including the premises, which are incorporated herein by reference, the parties hereby agree as follows:

1. The parties agree and acknowledge that the acquisition and/or condemnation of fee simple title in and to certain parcels of land lying within Limestone County, as may be

subsequently altered by any updated Project Plan revisions and/or to include the acquisition of any uneconomic remnants, if any, as is necessary for the development of the Project. Corresponding drawings and legal descriptions for each respective parcel (the "Parcels") are contained in Exhibit "A" attached hereto.

2. The Project is in the best interests of the citizens of Limestone County and the City of Huntsville in that the same will contribute to the health and general welfare of said citizens.

3. The County and Huntsville believe that joint cooperation in the administration and development of this Project will benefit both the citizens of Limestone County and the citizens of the City of Huntsville. Accordingly, the parties hereby agree to cooperate and work with one another in the administration, development, and completion of the Project. The County and Huntsville have agreed to divide and allocate certain Project duties among themselves in order to more effectively and efficiently complete the Project. The parties further accept and agree to exercise certain powers and/or to provide certain services in accordance with the terms and provisions set forth herein.

4. That City of Huntsville, by and through its Real Estate Department, be, and hereby is authorized, empowered, and directed to attempt to acquire the Parcels from the respective owner(s) thereof by voluntary sale, at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended.

5. The parties hereby agree that the County will acquire, at Huntsville's expense through eminent domain proceedings, where necessary, any of the Parcel(s) which Huntsville is unable to purchase through voluntary purchase.

6. That in the event Huntsville is unable to acquire any of the said Parcels, for the purposes aforesaid, through voluntary conveyance from the respective owner(s) thereof, the City of Huntsville is hereby authorized to engage the law firm of Lanier Ford Shaver & Payne P.C., by and through its attorney Samuel H. Givhan, to file and conduct condemnation proceedings on behalf of the County for the acquisition of said Parcel(s) by the process of eminent domain. Any Parcel that presents a conflict of interest for the aforementioned counsel shall be reassigned to attorney Martin Evans with Evans & Evans Lawyers.

7. That upon acquisition of any such Parcel(s) by the County through eminent domain proceedings, the County agrees to promptly convey said Parcel(s) to the City of Huntsville by statutory warranty deed.

8. The County and Huntsville shall each have the full power and authority of the other party in order to carry out the purposes of this Agreement, but only to the extent necessary to carry out the development of the Project.

9. This Agreement shall automatically terminate upon the following: acquisition of all Parcels necessary for the Project, or three years from the date hereof, whichever shall occur earlier.

10. That all attorney's fees, costs, and expenses in connection with any voluntary sales transactions or any eminent domain actions shall be paid by the City of Huntsville.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this _____ day of _____, 2026.

Dated: _____ City of Huntsville, Alabama

By: _____
Tommy Battle, Mayor

Attest: _____
Shaundrika Edwards, City Clerk

Dated: Dec. 15, 2025

Limestone County Commission

By: LaDon Townsend
LaDon Townsend, County Commissioner

Attest: Ellen Morell
Ellen Morell, County Administrator

EXHIBIT "A"

CONSISTING OF ALL OR PORTIONS OF
TRACT 1 BOEING BOULEVARD EXTENSION PROJECT

Intentionally omitted from this Agreement and Within
the Corporate Limits of the City of Huntsville

TRACTS 2, 3, 4, and 5

TRACT NO. 1 - EXHIBIT A

PRESCRIPTIVE RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, SOUTH 01 DEGREES 26 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 276.82 FEET TO A POINT; THENCE, NORTH 88 DEGREES 33 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE, NORTH 01 DEGREES 26 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 171. FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 89 DEGREES 57 MINUTES 53 SECONDS, HAVING A RADIUS OF 75.00 FEET, AND HAVING A CHORD BEARING NORTH 43 DEGREES 31 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 106.03 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 598.69 FEET TO A POINT; THENCE, NORTH 01 DEGREES 29 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST A DISTANCE OF 703.62 FEET TO THE POINT OF BEGINNING; CONTAINING 0.68 ACRES (29719 SQUARE FEET) MORE OR LESS.

RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, SOUTH 01 DEGREES 26 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 276.82 FEET TO A POINT; THENCE, NORTH 88 DEGREES 33 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 88 DEGREES 33 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, NORTH 01 DEGREES 26 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 173.53 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, ALONG A DELTA ANGLE OF 88 DEGREES 30 MINUTES 56 SECONDS, HAVING A RADIUS OF 65.00 FEET, AND HAVING A CHORD BEARING OF NORTH 44 DEGREES 15 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 90.73 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 598.69 FEET TO A POINT; THENCE, NORTH 01 DEGREES 29 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 598.69 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, ALONG A DELTA ANGLE OF 89 DEGREES 57 MINUTES 53 SECONDS, HAVING A RADIUS OF 75.00 FEET, AND HAVING A CHORD BEARING OF SOUTH 43 DEGREES 31 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 106.03 FEET TO A POINT; THENCE SOUTH 01 DEGREES 26 MINUTES 57 SECONDS WEST A DISTANCE OF 171.89 FEET TO THE POINT OF BEGINNING; CONTAINING 0.20 ACRES (8807 SQUARE FEET) MORE OR LESS.

SURVEYOR CERTIFICATION

I, ANTHONY SCOTT MANARY, A REGISTERED PROFESSIONAL LAND SURVEYOR WITH THE FIRM OF 2 THE POINT INCORPORATED HEREBY CERTIFY THAT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON HAS BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

27TH DAY OF JUNE , 2026

ANTHONY SCOTT MANARY PLS #35345

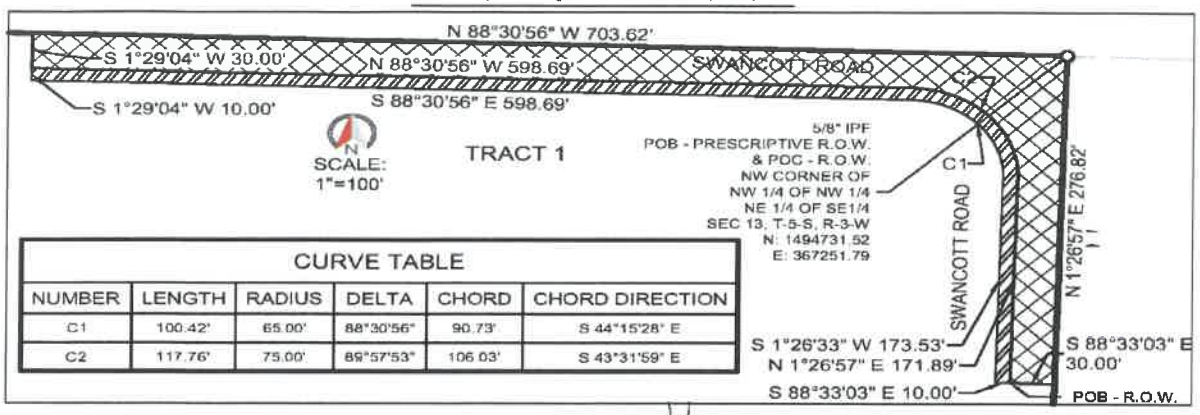
ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

REVISED: 08.20.25

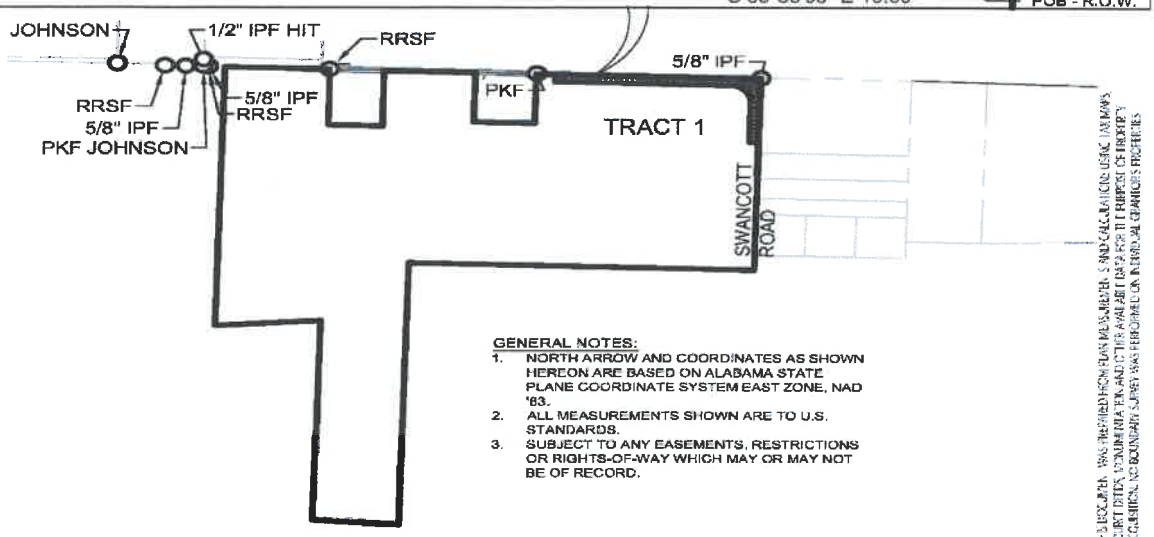
DRAWN BY: ANB	ACQUISITION SURVEY
FIELD CREW: BJ	BOEING BLVD EXTENSION
FIELD DATE: 09.18.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 1 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

TRACT NO. 1 - EXHIBIT B



CURVE TABLE					
NUMBER	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	100.42'	65.00'	88°30'56"	90.73'	S 44°15'28" E
C2	117.76'	75.00'	89°57'53"	106.03'	S 43°31'59" E



GENERAL NOTES:

1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

HATCH LEGEND

- ACQUIRED RIGHT-OF-WAY
- PRESCRIPTIVE RIGHT-OF-WAY

LEGEND

- PROPERTY CORNER FOUND
- ADJOINER PROPERTY LINE
- SUBJECT PROPERTY LINE

ABBREVIATIONS

CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
PUDE	PUBLIC UTILITY & DRAINAGE EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY



VICINITY MAP
(NOT TO SCALE)

0 500' 1000'

REVISED: 08.20.25

BOEING BLVD ACQUISITION

TRACT NUMBER: 1
OWNER: DEVANEY KEITH & DEVANEY JIMMY & ROY THORSON MCCRARY SR TESTAMENTARY TRUST
PARCEL NO: 18 06 13 0 000 010.000

TOTAL AC±	APPROXIMATE 41.60 AC.±
PRESCRIPTIVE R.O.W.:	(29,719 SQ. FT.) 0.68 AC.±
T.C.E. ACQUIRED:	(8,807 SQ. FT.) 0.20 AC.±
REMAINDER:	APPROXIMATE 40.72 AC.±

DRAWN BY: ANB	ACQUISITION SURVEY
FIELD CREW: BJ	BOEING BLVD EXTENSION
FIELD DATE: 09.18.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 2 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** 2026-105

Department: Urban Development

Subject: **Type of Action:** Introduction

Introduction of an Ordinance authorizing the Mayor to enter into an Agreement by and between Limestone County Commission and the City Council of the City of Huntsville for the acquisition of certain properties related to the Swancott Road Improvements Project.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026 **File ID:** TMP-6446

Department: Urban Development

Subject: **Type of Action:** Introduction

Introduction of an Ordinance authorizing the Mayor to enter into an Agreement by and between Limestone County Commission and the City Council of the City of Huntsville for the acquisition of certain properties related to the Swancott Road Improvements Project.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 26-_____

WHEREAS, Limestone County (sometimes referred to as the "County") desires to enter into an agreement, a copy of which is attached hereto as Exhibit "1" (the "Agreement"), with the City of Huntsville (sometimes referred to as "Huntsville") regarding the Swancott Road Improvements Project, hereinafter referred to as the "Project"; and

WHEREAS, the parcels of land and temporary construction easements described and depicted in Exhibit "A" of the Agreement hereto each lie outside the corporate limits of the City of Huntsville and are parcels the acquisition of which is necessary for the development of the Project (collectively the "Parcels"); and

WHEREAS, the Parcels have been, or will be, surveyed and appraised, as required by Section 18-1A-21, Code of Alabama 1975, by Huntsville; and

WHEREAS, the City of Huntsville will attempt to purchase the Parcels described herein directly from the respective Owner(s) thereof by voluntary sale and, in the event Huntsville is unable to acquire any such Parcel(s) voluntarily, Huntsville has requested that the County acquire said Parcel(s) by eminent domain proceedings; and

WHEREAS, pursuant to said Agreement, the County has agreed to acquire by eminent domain proceedings, at the expense of Huntsville, any and all Parcels lying outside the corporate limits of the City of Huntsville needed for the Project which Huntsville is unable to acquire by voluntary conveyance; and

WHEREAS, upon acquisition of any such Parcels by the County through eminent domain proceedings, said Parcel(s) shall thereafter be conveyed to the City of Huntsville.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Huntsville, Alabama, a municipal corporation within the State of Alabama, as follows:

1. The Project is in the best interests of the citizens of the City of Huntsville, and its competition will contribute to the health and general welfare of the citizens of the City of Huntsville.

2. Cooperation by and between Huntsville and the County in the administration and development of this Project will benefit the citizens of the City of Huntsville and the citizens of Limestone County. Accordingly, Huntsville agrees to cooperate and work with the County in the administration, development, and completion of the Project. Huntsville further accepts and agrees to jointly exercise certain powers and/or to provide certain services in furtherance of the development and completion of the Project as set forth in the Agreement.

3. The staff of the Real Estate Office of the City of Huntsville be and hereby are authorized to attempt to acquire all Parcels at a fair and reasonable price in accordance with Section 18-1A-22 of the *Code of Alabama*, as amended.

4. If Huntsville is unable to acquire any Parcel(s) through voluntary purchase, the County will acquire any Parcel(s) by and through Eminent Domain.

5. In the event Huntsville is unable to acquire any Parcel(s) by voluntary purchase from the owners thereof, the County is authorized to engage Samuel H. Givhan, Attorney at Law, with Lanier Ford Shaver & Payne P.C., to file and conduct condemnation proceedings on the County's behalf in order to acquire any such Parcel(s) by eminent domain proceedings.

6. Upon acquisition of any Parcel(s) by the County through condemnation proceedings, the County will convey any such Parcel(s) to Huntsville by statutory warranty deed.

7. All attorney's fees, costs, and expenses incurred in connection with any voluntary purchases or any eminent domain proceedings shall be borne by Huntsville. The Project will be funded by Huntsville's capital plan and/or through funding received from the Department of Transportation, and the budget for the Project will be established by Huntsville's Engineering Department.

8. That the Mayor of the City of Huntsville and the City Clerk be, and they are hereby authorized, empowered, and directed to execute the Agreement on behalf of Huntsville.

ADOPTED this the _____ day of _____, 2026.

_____
President of the City Council
City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2026.

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

Exhibit "1"

AGREEMENT FOR SWANCOTT ROAD IMPROVEMENTS PROJECT

WHEREAS, Limestone County, Alabama, through the Limestone County Commission, and the City Council of The City of Huntsville, Alabama, approved the execution of this Agreement (this "Agreement"), between Limestone County (sometimes referred to as the "County") and the City of Huntsville (sometimes referred to as "Huntsville") regarding the Swancott Road Improvements Project (the "Project"); and

WHEREAS, those parcels of land and temporary construction easements described and depicted in Exhibit "A" attached hereto each lie outside the corporate limits of the City of Huntsville and are parcels, the acquisition of which is necessary for the development of the Project. A corresponding map for each parcel follows the parcel descriptions for each respective tract (collectively the "Parcels"); and

WHEREAS, this Agreement runs with the Project and shall govern any and all revisions or amendments which may become necessary relative to the Parcels under any respective amendments of the Project plans; and

WHEREAS, the Parcels have been, or will be, surveyed and appraised by Huntsville as required by Section 18-1A-21, Code of Alabama 1975; and

WHEREAS, Huntsville will attempt to purchase the Parcels directly from the respective owner(s) thereof by voluntary sale; and

WHEREAS, Huntsville has requested that the County acquire by eminent domain proceedings any of the Parcels that the City of Huntsville is unable to purchase directly from the owner(s); and

WHEREAS, the parties have agreed that the County will acquire by eminent domain proceedings, at the expense of Huntsville, any and all Parcels lying outside the corporate limits of the City of Huntsville needed for the Project which Huntsville is unable to acquire by voluntary conveyance; and

WHEREAS, upon acquisition of any such Parcels by the County through eminent domain proceedings, said Parcel(s) shall thereafter be conveyed to the City of Huntsville.

NOW THEREFORE, for good and valuable consideration, including the premises, which are incorporated herein by reference, the parties hereby agree as follows:

1. The parties agree and acknowledge that the acquisition and/or condemnation of fee simple title and temporary construction easements in and to certain parcels of land lying within Limestone County, as may be subsequently altered by any updated Project Plan revisions and/or to include the acquisition of any uneconomic remnants, if any, as is necessary for the development of the Project. Corresponding drawings and legal descriptions for each respective parcel (the "Parcels") are contained in Exhibit "A" attached hereto.

2. The Project is in the best interests of the citizens of Limestone County and the City of Huntsville in that the same will contribute to the health and general welfare of said citizens.

3. The County and Huntsville believe that joint cooperation in the administration and development of this Project will benefit both the citizens of Limestone County and the citizens of the City of Huntsville. Accordingly, the parties hereby agree to cooperate and work with one another in the administration, development, and completion of the Project. The County and Huntsville have agreed to divide and allocate certain Project duties among themselves in order to more effectively and efficiently complete the Project. The parties further accept and agree to exercise certain powers and/or to provide certain services in accordance with the terms and provisions set forth herein.

4. That City of Huntsville, by and through its Real Estate Department, be, and hereby is authorized, empowered, and directed to attempt to acquire the Parcels from the respective owner(s) thereof by voluntary sale, at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended.

5. The parties hereby agree that the County will acquire, at Huntsville's expense through eminent domain proceedings, where necessary, any of the Parcel(s) which Huntsville is unable to purchase through voluntary purchase.

6. That in the event Huntsville is unable to acquire any of the said Parcels, for the purposes aforesaid, through voluntary conveyance from the respective owner(s) thereof, the City of Huntsville is hereby authorized to engage the law firm of Lanier Ford Shaver & Payne P.C., by and through its attorney Samuel H. Givhan, to file and conduct condemnation proceedings on behalf of the County for the acquisition of said Parcel(s) by the process of eminent domain. Any Parcel that presents a conflict of interest for the aforementioned counsel shall be reassigned to attorney Martin Evans with Evans & Evans Lawyers.

7. That upon acquisition of any such Parcel(s) by the County through eminent domain proceedings, the County agrees to promptly convey said Parcel(s) to the City of Huntsville by statutory warranty deed.

8. The County and Huntsville shall each have the full power and authority of the other party in order to carry out the purposes of this Agreement, but only to the extent necessary to carry out the development of the Project.

9. This Agreement shall automatically terminate upon the following: acquisition of all Parcels necessary for the Project, or three years from the date hereof, whichever shall occur earlier.

10. That all attorney's fees, costs, and expenses in connection with any voluntary sales transactions or any eminent domain actions shall be paid by the City of Huntsville.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this _____ day of _____, 2026.

Dated: _____ City of Huntsville, Alabama

By: _____
Tommy Battle, Mayor

Attest: _____
Shaundrika Edwards, City Clerk

Dated: _____ Limestone County Commission

By:_____
Collin Daly, Chairman

Attest:_____
Ellen Morell, County Administrator

EXHIBIT "A"

CONSISTING OF ALL OR PORTIONS OF
TRACTS 1, 2, 3, 4, 5, & 8
SWANCOTT ROAD IMPROVEMENTS PROJECT

Intentionally omitted from this Agreement and Within the Corporate Limits of the City of Huntsville

TRACTS 6 & 7

TRACT NO. 1 - EXHIBIT A

RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF COMMON AREA 1 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE, NORTH 07 DEGREES 53 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 19.15 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 88 DEGREES 41 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 988.20 FEET TO A POINT; THENCE, NORTH 46 DEGREES 37 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 14.22 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 979.25 FEET TO A POINT; THENCE SOUTH 07 DEGREES 53 MINUTES 30 SECONDS WEST A DISTANCE OF 10.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.23 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT #1

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT #1

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF COMMON AREA 1 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE, SOUTH 07 DEGREES 53 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 8.82 FEET TO A POINT; THENCE NORTH 88 DEGREES 41 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 100.35 FEET TO A POINT; THENCE, NORTH 01 DEGREE 18 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 8.96 FEET TO A POINT; THENCE, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 901.85 FEET TO A POINT; SOUTH 46 DEGREES 37 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 44.17 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 01 DEGREE 39 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 63.66 FEET TO A POINT; THENCE, NORTH 88 DEGREES 20 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 16.98 FEET TO A POINT; THENCE, NORTH 01 DEGREE 41 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 46.68 FEET TO A CMF (BUSTED); THENCE NORTH 46 DEGREES 37 MINUTES 10 SECONDS EAST A DISTANCE OF 23.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT #2

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT #2

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 2 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE, SOUTH 07 DEGREES 53 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 8.82 FEET TO A POINT; THENCE, NORTH 88 DEGREES 41 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 100.35 FEET TO A POINT; THENCE, NORTH 01 DEGREES 18 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 8.96 FEET TO A POINT; THENCE, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 901.85 FEET TO A POINT; THENCE, NORTH 46 DEGREES 37 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 24.18 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 988.20 FEET TO A POINT; THENCE SOUTH 07 DEGREES 53 MINUTES 30 SECONDS WEST A DISTANCE OF 19.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.43 ACRES, MORE OR LESS.

SURVEYOR CERTIFICATION

I, ANTHONY SCOTT MANARY, A REGISTERED PROFESSIONAL LAND SURVEYOR WITH THE FIRM OF 2 THE POINT INCORPORATED HEREBY CERTIFY THAT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON HAS BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE 18TH DAY OF FEBRUARY, 2025

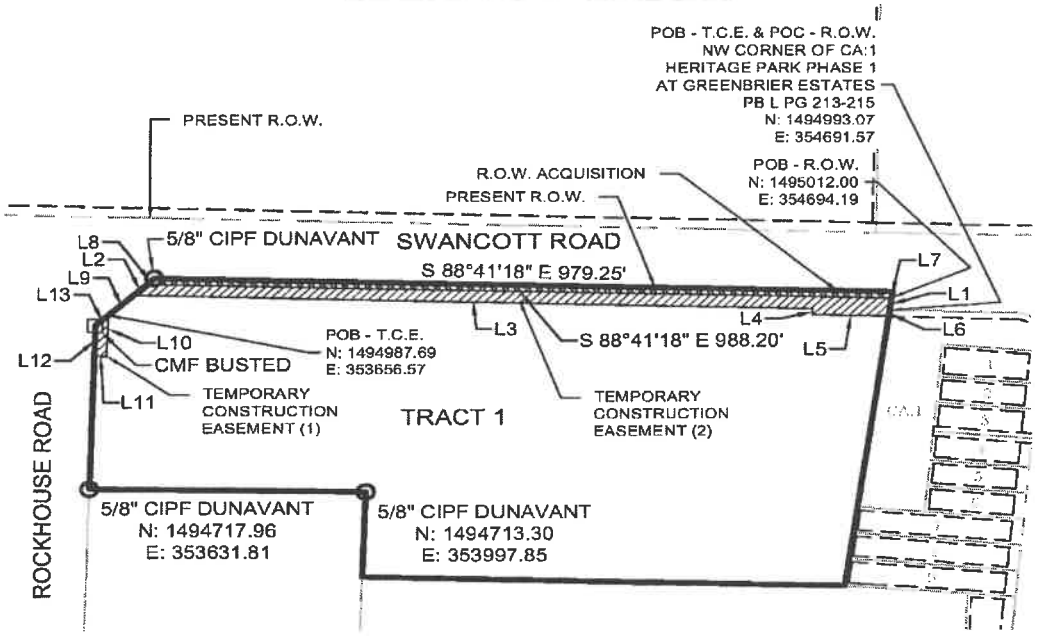
ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

ANTHONY SCOTT MANARY PLS #35345

REVISED: 08.29.25

DRAWN BY: ANB	ACQUISITION EXHIBIT	2 THE POINT INCORPORATED
FIELD CREW: BJ	SWANCOTT ROAD WIDENING	
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS	
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN	
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST	
SHEET: 1 OF 2		
JOB NO: 23-022		

TRACT NO. 1 - EXHIBIT B



THIS DOCUMENT WAS PREPARED FROM PLAN, MEASUREMENTS, AND CALCULATIONS USING TAX MAPS, SOURCE DEEDS, MONUMENTATION AND OTHER AVAILABLE DATA FOR THE PURPOSE OF PROPERTY ACQUISITION, NO BOUNDARY SURVEY WAS PERFORMED ON INDIVIDUAL GRANTOR'S PROPERTIES.

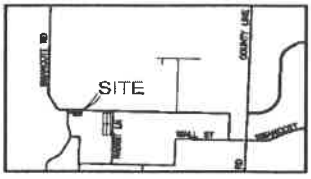
LEGEND	
	PROPERTY CORNER FOUND
	CONCRETE MONUMENT FOUND
	ADJOINER PROPERTY LINE
	SUBJECT PROPERTY LINE
	PUBLIC UTILITY & DRAINAGE ESMN'T

ABBREVIATIONS	
CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
R.O.W.	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

GENERAL NOTES:
1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

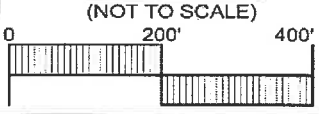
HATCH LEGEND
- ACQUIRED RIGHT-OF-WAY
- ACQUIRED TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S 7°53'30" W	19.11'
L2	N 46°37'10" E	24.18'
L3	N 88°34'32" W	901.85'
L4	N 1°18'28" E	8.96'
L5	N 88°41'27" W	100.35'
L6	S 7°53'30" W	8.82'
L7	S 7°53'30" W	10.07'
L8	N 46°37'10" E	14.22'
L9	S 46°37'10" W	44.17'
L10	N 1°39'22" E	63.66'
L11	S 88°20'38" E	16.98'
L12	S 1°41'23" W	46.68'
L13	S 46°37'10" W	23.99'



VICINITY MAP
(NOT TO SCALE)





REVISED: 08.29.25

SWANCOTT ROAD ACQUISITION	
TRACT NUMBER: 1 OWNER: ROBERT E. HARGRAVE FAMILY TRUST C/O TAMMY MANNING AND JEFFREY RANDOLPH, TRUSTEES PARCEL NO: 18 05 15 0 000 006.000	
TOTAL AC±	APPROXIMATE 9.62 AC.±
R.O.W. ACQUIRED:	(9,837 SQ. FT.) 0.23 AC.±
T.C.E. ACQUIRED (#1):	(936 SQ. FT.) 0.02 AC.±
T.C.E. ACQUIRED (#2):	(18,820 SQ. FT.) 0.43 AC.±
REMAINDER:	APPROXIMATE 9.39 AC.±

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 2 OF 2	2 THE POINT INCORPORATED
JOB NO: 23-022	

TRACT NO. 2 - EXHIBIT A

RIGHT OF WAY #1

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF COMMON AREA 2 OF THE FINAL PLAT OF MAPLE GROVE PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 251 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE, NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 25.23 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE, SOUTH 07 DEGREES 53 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 30.12 FEET TO A POINT; THENCE NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST A DISTANCE OF 25.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES, MORE OR LESS.

RIGHT OF WAY #2

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF COMMON AREA 2 OF THE FINAL PLAT OF MAPLE GROVE PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 251 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A POINT; THENCE SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 25.23 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE SOUTH 88 DEGREES 39 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 122.33 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE SOUTH 88 DEGREES 33 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 380.15 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT) AND THE POINT OF BEGINNING;

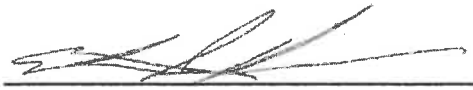
THENCE, FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 29 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 113.00 FEET TO A 5/8' CAPPED IRON PIN (DUNAVANT); THENCE, SOUTH 01 DEGREES 27 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 29.88 FEET TO A POINT; THENCE, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 112.93 FEET TO A POINT; THENCE NORTH 01 DEGREES 19 MINUTES 49 SECONDS EAST A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.08 ACRES, MORE OR LESS.

SURVEYOR CERTIFICATION

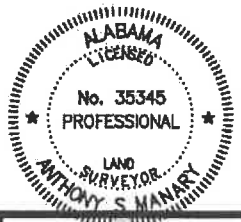
I, ANTHONY SCOTT MANARY, A REGISTERED PROFESSIONAL LAND SURVEYOR WITH THE FIRM OF 2 THE POINT INCORPORATED HEREBY CERTIFY THAT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON HAS BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

18TH DAY OF FEBRUARY , 2025



ANTHONY SCOTT MANARY PLS #35345



REVISED: 08.18.25

DRAWN BY: ANB	ACQUISITION EXHIBIT	2ND POINT INCORPORATED
FIELD CREW: BJ	SWANCOTT ROAD WIDENING	
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS	
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN	
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST	
SHEET: 1 OF 4		
JOB NO: 23-022		

TRACT NO. 2 - EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT #1

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT #1

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT 1 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE, SOUTH 88 DEGREES 34 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 25.22 FEET TO A POINT; THENCE, SOUTH 07 DEGREES 53 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 14.38 FEET TO A POINT; THENCE, NORTH 88 DEGREES 35 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 25.23 FEET TO A POINT; THENCE NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST A DISTANCE OF 14.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT #2

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT #2

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF COMMON AREA 2 OF THE FINAL PLAT OF MAPLE GROVE PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 251-252 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A POINT; THENCE SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 25.23 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE SOUTH 88 DEGREES 39 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 122.33 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE SOUTH 88 DEGREES 33 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 380.15 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE SOUTH 01 DEGREE 19 MINUTES 49 SECONDS WEST A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 34 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 112.93 FEET TO A POINT; THENCE, SOUTH 01 DEGREES 27 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 19.99 FEET TO A POINT; THENCE, NORTH 88 DEGREES 33 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 112.88 FEET TO A POINT; THENCE NORTH 01 DEGREES 19 MINUTES 49 SECONDS EAST A DISTANCE OF 19.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES, MORE OR LESS.

SURVEYOR CERTIFICATION

I, ANTHONY SCOTT MANARY, A REGISTERED PROFESSIONAL LAND SURVEYOR WITH THE FIRM OF 2 THE POINT INCORPORATED HEREBY CERTIFY THAT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON HAS BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE 18TH DAY OF FEBRUARY, 2025

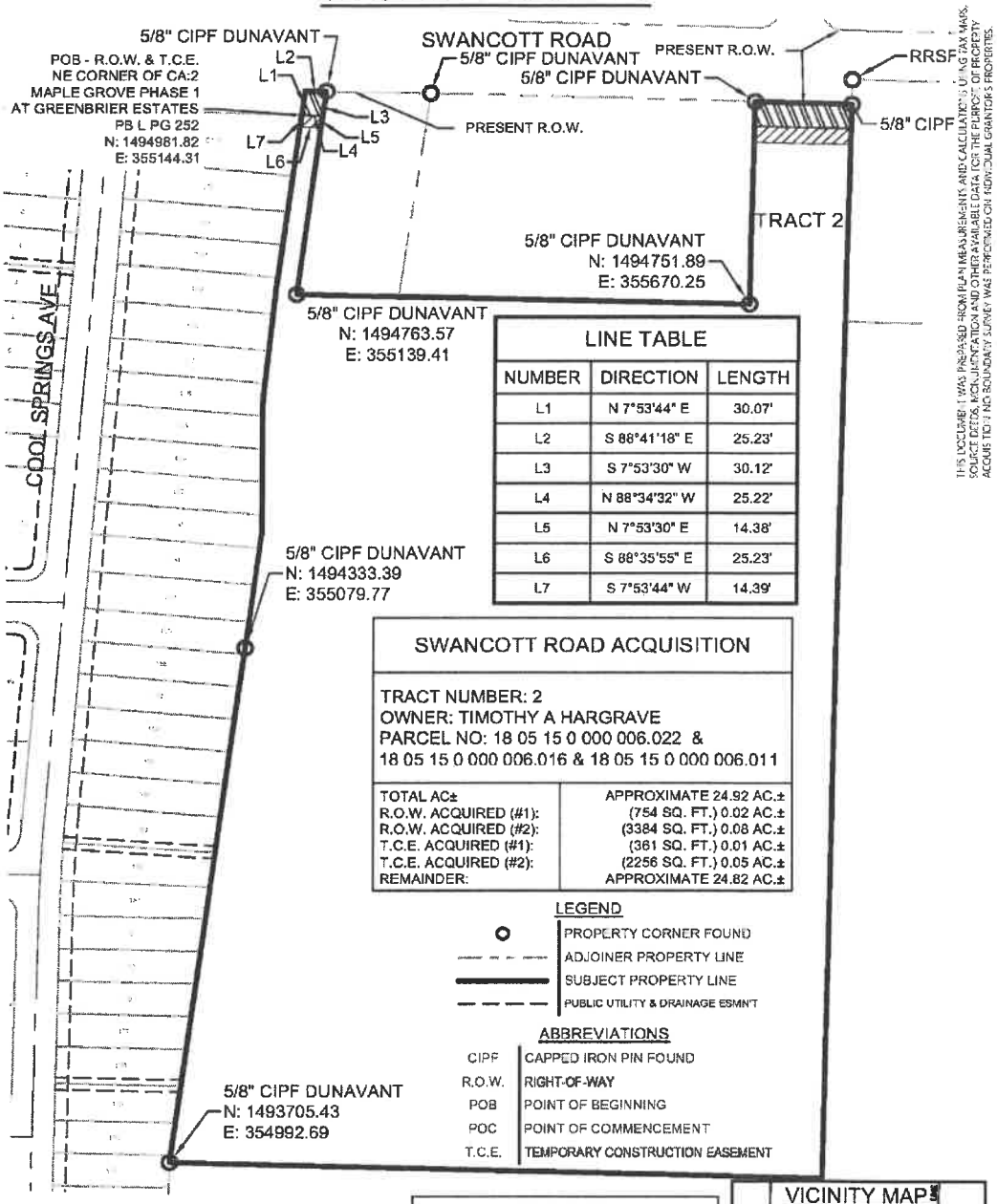
ANTHONY SCOTT MANARY PLS #35345

ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

REVISED: 08.18.25

DRAWN BY: ANB	ACQUISITION EXHIBIT	2 THE POINT INCORPORATED
FIELD CREW: BJ	SWANCOTT ROAD WIDENING	
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS	
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN	
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST	
SHEET: 2 OF 4		
JOB NO: 23-022		

TRACT NO. 2 - EXHIBIT C



THIS DOCUMENT WAS PREPARED FROM PLAN MEASUREMENTS AND CALCULATIONS USING TAX MAPS, COURT DEEDS, MONUMENTATION AND OTHER AVAILABLE DATA FOR THE PURPOSE OF PROPERTY ACQUISITION. NO BOUNDARY SURVEY WAS PERFORMED ON INDIVIDUAL GRANTOR'S PROPERTIES.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N 7°53'44" E	30.07'
L2	S 88°41'18" E	25.23'
L3	S 7°53'30" W	30.12'
L4	N 88°34'32" W	25.22'
L5	N 7°53'30" E	14.38'
L6	S 88°35'55" E	25.23'
L7	S 7°53'44" W	14.39'

SWANCOTT ROAD ACQUISITION

TRACT NUMBER: 2
OWNER: TIMOTHY A HARGRAVE
PARCEL NO: 18 05 15 0 000 006.022 &
18 05 15 0 000 006.016 & 18 05 15 0 000 006.011

TOTAL AC±	APPROXIMATE 24.92 AC.±
R.O.W. ACQUIRED (#1):	(754 SQ. FT.) 0.02 AC.±
R.O.W. ACQUIRED (#2):	(3384 SQ. FT.) 0.08 AC.±
T.C.E. ACQUIRED (#1):	(361 SQ. FT.) 0.01 AC.±
T.C.E. ACQUIRED (#2):	(2256 SQ. FT.) 0.05 AC.±
REMAINDER:	APPROXIMATE 24.82 AC.±

LEGEND

- PROPERTY CORNER FOUND
- ADJOINER PROPERTY LINE
- SUBJECT PROPERTY LINE
- PUBLIC UTILITY & DRAINAGE ESMNT

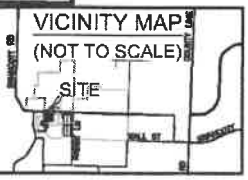
ABBREVIATIONS

CIPF	CAPPED IRON PIN FOUND
R.O.W.	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

HATCH LEGEND

- ACQUIRED RIGHT-OF-WAY
- ACQUIRED TEMPORARY CONSTRUCTION EASEMENT

VICINITY MAP
(NOT TO SCALE)



GENERAL NOTES:

1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

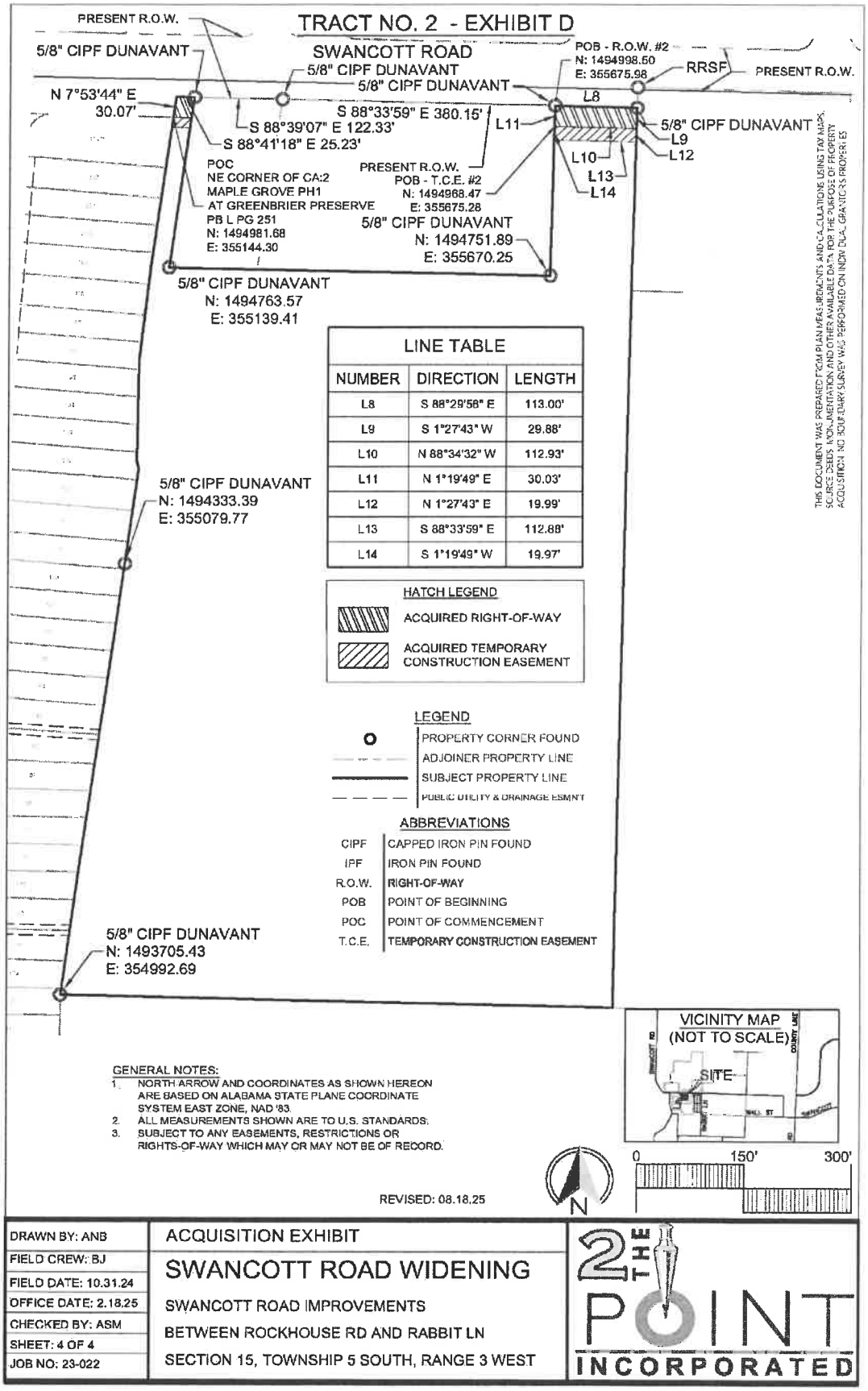
N

0 150' 300'

REVISED: 08.18.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 3 OF 4	
JOB NO: 23-022	

2 THE POINT INCORPORATED



DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 4 OF 4	2ND POINT INCORPORATED
JOB NO: 23-022	

TRACT NO. 3 - EXHIBIT A

RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 1 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A POINT, THENCE, SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 25.23 FEET TO 5/8" CAPPED IRON PIN (DUNAVANT) AND THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, THENCE, SOUTH 88 DEGREES 39 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 122.33 FEET TO A TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE, SOUTH 08 DEGREES 15 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 30.31 FEET TO A POINT; THENCE, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 122.12 FEET TO A POINT; THENCE NORTH 07 DEGREES 53 MINUTES 30 SECONDS EAST A DISTANCE OF 30.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.08 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 1 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A POINT, THENCE, SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 25.23 FEET TO 5/8" CAPPED IRON PIN (DUNAVANT); THENCE, SOUTH 07 DEGREES 53 MINUTES 30 SECONDS WEST A DISTANCE OF 30.12 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 34 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 122.12 FEET TO A POINT; THENCE, SOUTH 08 DEGREES 15 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 14.34 FEET TO A POINT; THENCE, NORTH 88 DEGREES 35 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 122.03 FEET TO A POINT; THENCE NORTH 07 DEGREES 53 MINUTES 30 SECONDS EAST A DISTANCE OF 14.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES, MORE OR LESS.

SURVEYOR CERTIFICATION

I, ANTHONY SCOTT MANARY, A REGISTERED PROFESSIONAL LAND SURVEYOR WITH THE FIRM OF 2 THE POINT INCORPORATED HEREBY CERTIFY THAT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON HAS BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE 18TH DAY OF FEBRUARY, 2025

ANTHONY SCOTT MANARY PLS #35345

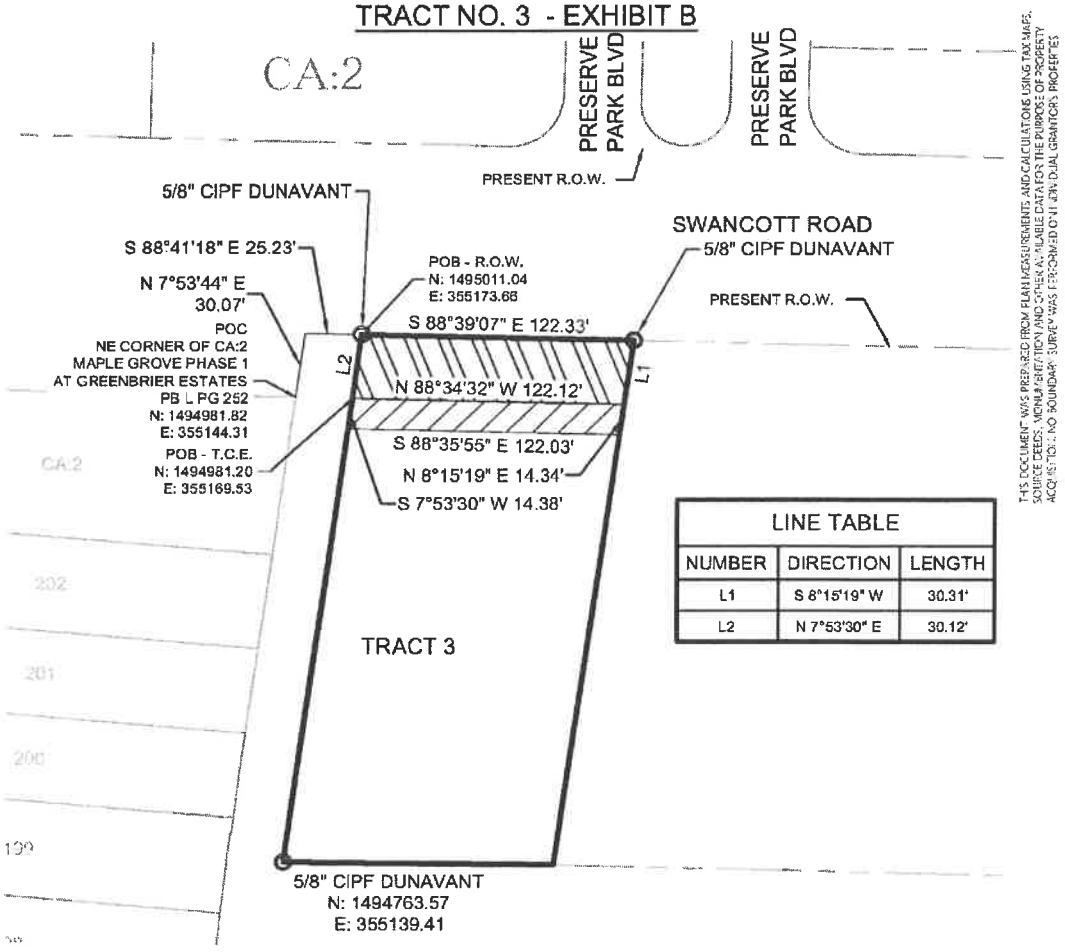
ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

REVISED: 08.18.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 1 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

TRACT NO. 3 - EXHIBIT B



THIS DOCUMENT WAS PREPARED FROM PLANS, EASEMENTS, AND CALCULATIONS USING TAX MAPS, SOURCE DEEDS, MONUMENTATION, AND OTHER AVAILABLE DATA FOR THE PURPOSE OF PROPERTY ACQUISITION. NO BOUNDARY SURVEY WAS PERFORMED OR IS IMPLIED BY THE GRANTOR'S PROPERTIES

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S 8°15'19" W	30.31'
L2	N 7°53'30" E	30.12'

HATCH LEGEND

- ACQUIRED RIGHT-OF-WAY
- ACQUIRED TEMPORARY CONSTRUCTION EASEMENT

GENERAL NOTES:

1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

LEGEND

- PROPERTY CORNER FOUND
- ADJOINER PROPERTY LINE
- SUBJECT PROPERTY LINE
- PUBLIC UTILITY & DRAINAGE ESMN'T

ABBREVIATIONS

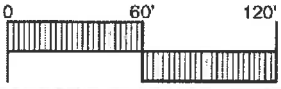
CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
R.O.W.	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT



VICINITY MAP
(NOT TO SCALE)

SWANCOTT ROAD ACQUISITION	
TRACT NUMBER: 3 OWNER: SHARON DALY PARCEL NO: 18 05 15 0 000 006.012	
TOTAL AC±	APPROXIMATE 2.10 AC.±
R.O.W. ACQUIRED:	(3668 SQ. FT.) 0.08 AC.±
T.C.E. ACQUIRED:	(1742 SQ. FT.) 0.04 AC.±
REMAINDER:	APPROXIMATE 2.02 AC.±





REVISED: 08.18.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 2 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

TRACT NO. 4 - EXHIBIT A

RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 1 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 25.23 FEET TO A POINT; SOUTH 88 DEGREES 39 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 122.33 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT) AND THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 33 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 380.15 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE, SOUTH 01 DEGREES 19 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 30.03 FEET TO A POINT; THENCE, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 383.80 FEET TO A POINT; THENCE NORTH 08 DEGREES 15 MINUTES 19 SECONDS EAST A DISTANCE OF 30.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.26 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT

A LOT OR PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 1 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 25.23 FEET TO A POINT; SOUTH 88 DEGREES 39 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 122.33 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE SOUTH 08 DEGREES 15 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 30.31 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 34 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 383.80 FEET TO A POINT; THENCE, SOUTH 01 DEGREES 19 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 19.97 FEET TO A POINT; THENCE, NORTH 88 DEGREES 33 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 227.10 FEET TO A POINT; THENCE, NORTH 01 DEGREES 26 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 5.76 FEET TO A POINT; THENCE, NORTH 88 DEGREES 35 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 158.44 FEET TO A POINT; THENCE NORTH 08 DEGREES 15 MINUTES 19 SECONDS EAST A DISTANCE OF 14.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.16 ACRES, MORE OR LESS.

SURVEYOR CERTIFICATION

I, ANTHONY SCOTT MANARY, A REGISTERED PROFESSIONAL LAND SURVEYOR WITH THE FIRM OF 2 THE POINT INCORPORATED HEREBY CERTIFY THAT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON HAS BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE 18TH DAY OF FEBRUARY, 2025

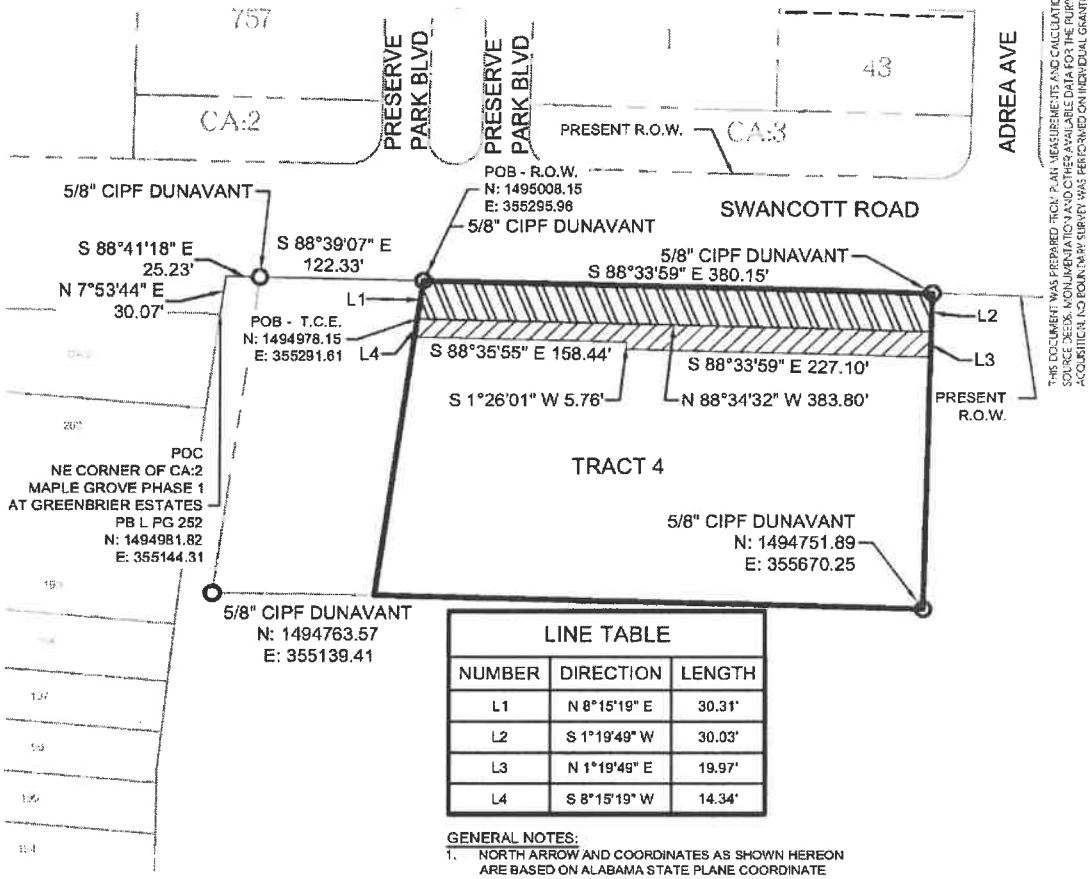
ANTHONY SCOTT MANARY PLS #35345

ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

REVISED: 08.18.25

DRAWN BY: ANB	ACQUISITION EXHIBIT	2 THE POINT INCORPORATED
FIELD CREW: BJ	SWANCOTT ROAD WIDENING	
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS	
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN	
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST	
SHEET: 1 OF 2		
JOB NO: 23-022		

TRACT NO. 4 - EXHIBIT B



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N 8°15'19" E	30.31'
L2	S 1°19'49" W	30.03'
L3	N 1°19'49" E	19.97'
L4	S 8°15'19" W	14.34'

GENERAL NOTES:
1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

HATCH LEGEND
- ACQUIRED RIGHT-OF-WAY
- ACQUIRED TEMPORARY CONSTRUCTION EASEMENT

LEGEND
- PROPERTY CORNER FOUND
- ADJOINER PROPERTY LINE
- SUBJECT PROPERTY LINE
- PUBLIC UTILITY & DRAINAGE ESMNT

ABBREVIATIONS

CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
R.O.W.	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT



VICINITY MAP
(NOT TO SCALE)

SWANCOTT ROAD ACQUISITION	
TRACT NUMBER: 4 OWNER: GREENBRIER PRESERVE, LLC PARCEL NO: 18 05 15 0 000 006.023	
TOTAL AC± R.O.W. ACQUIRED: T.C.E. ACQUIRED: REMAINDER:	APPROXIMATE 2.24 AC.± (11482 SQ. FT.) 0.26 AC.± (6770 SQ. FT.) 0.16 AC.± APPROXIMATE 1.98 AC.±



REVISED: 08.18.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 2 OF 2	
JOB NO: 23-022	

THE 2 POINT INCORPORATED

TRACT NO. 5 - EXHIBIT A

RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF CA:3 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 295.38 FEET TO A POINT; THENCE, NORTH 01 DEGREES 27 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 29.88 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE, SOUTH 88 DEGREES 34 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 295.31 FEET TO A POINT; THENCE SOUTH 01 DEGREES 19 MINUTES 31 SECONDS WEST A DISTANCE OF 29.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.20 ACRES MORE OR LESS.

PRESCRIPTIVE RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON PIN (2 THE POINT) MARKING THE NORTHWEST CORNER OF CA:3 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 01 DEGREE 19 MINUTES 31 SECONDS EAST A DISTANCE OF 19.88 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 295.31 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE, NORTH 01 DEGREES 27 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A RAILROAD SPIKE; THENCE, SOUTH 88 DEGREES 35 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 295.24 FEET TO A POINT; THENCE SOUTH 01 DEGREES 19 MINUTES 31 SECONDS WEST A DISTANCE OF 30.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.20 ACRES MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT

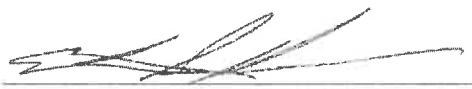
A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF CA:3 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 295.38 FEET TO A POINT; THENCE, NORTH 01 DEGREES 27 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 29.88 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 34 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 295.31 FEET TO A POINT; THENCE SOUTH 01 DEGREES 19 MINUTES 31 SECONDS WEST A DISTANCE OF 29.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES MORE OR LESS.

SURVEYOR CERTIFICATION

I, ANTHONY SCOTT MANARY, A REGISTERED PROFESSIONAL LAND SURVEYOR WITH THE FIRM OF 2 THE POINT INCORPORATED HEREBY CERTIFY THAT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON HAS BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE 18TH DAY OF FEBRUARY, 2025



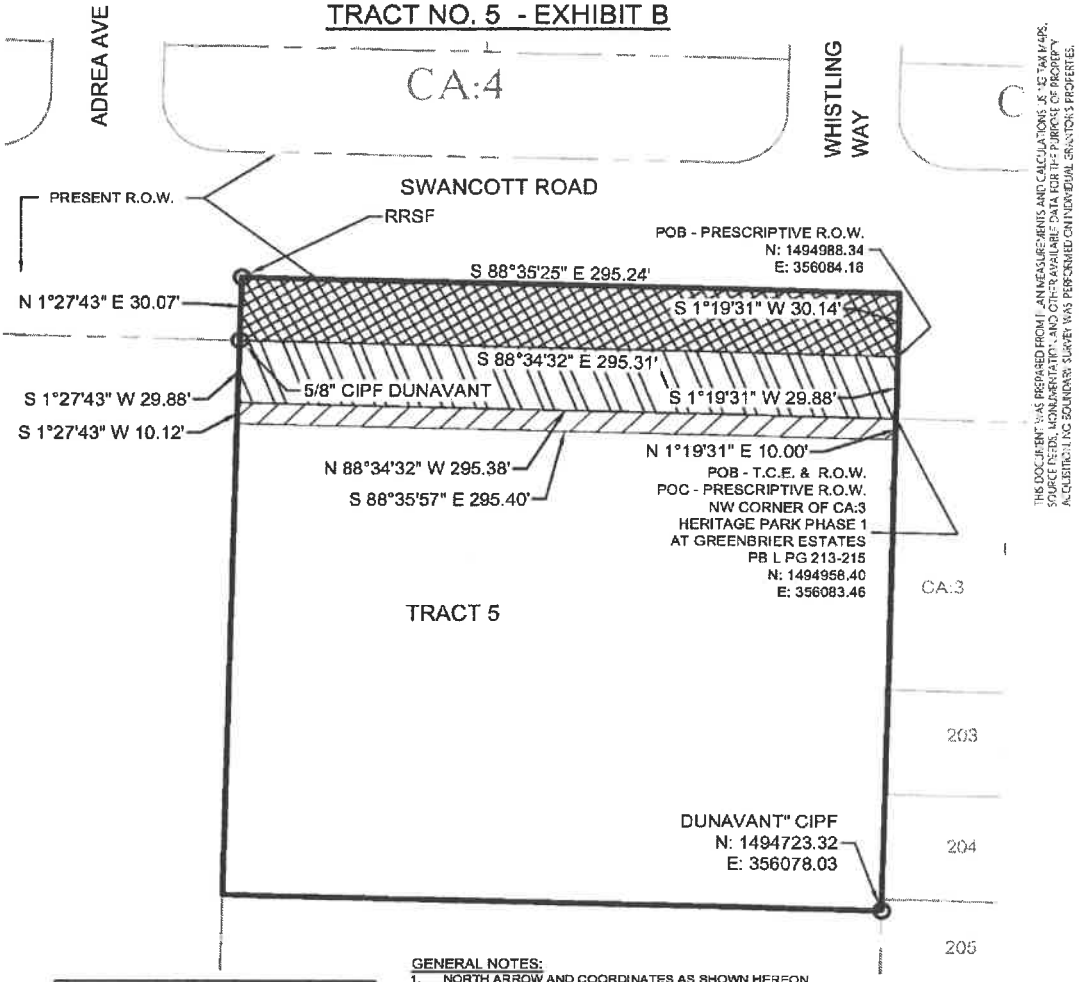
ANTHONY SCOTT MANARY PLS #35345 REVISED: 08.18.25



DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 1 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

TRACT NO. 5 - EXHIBIT B



HATCH LEGEND

- ACQUIRED RIGHT-OF-WAY
- PRESCRIPTIVE RIGHT-OF-WAY
- ACQUIRED TEMPORARY CONSTRUCTION EASEMENT

GENERAL NOTES:

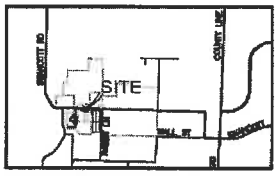
1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

LEGEND

o	PROPERTY CORNER FOUND
	ADJOINER PROPERTY LINE
	SUBJECT PROPERTY LINE
	PUBLIC UTILITY & DRAINAGE ESMNT

ABBREVIATIONS

CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
R.O.W.	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT



VICINITY MAP
(NOT TO SCALE)

SWANCOTT ROAD ACQUISITION

TRACT NUMBER: 5
OWNER: TIMOTHY A & MARGARET HARGRAVE
PARCEL NO: 18 05 15 0 000 006.008

TOTAL AC±	APPROXIMATE 2.00 AC.±
PRESCRIPTIVE R.O.W.:	(8,889 SQ. FT.) 0.20 AC.±
R.O.W. ACQUIRED:	(8,822 SQ. FT.) 0.20 AC.±
T.C.E. ACQUIRED:	(2,972 SQ. FT.) 0.07 AC.±
REMAINDER:	APPROXIMATE 1.60 AC.±

REVISED: 08.18.25

0 60' 120'

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 2 OF 2	
JOB NO: 23-022	

2ND THE POINT INCORPORATED

TRACT NO. 8 - EXHIBIT A

PRESCRIPTIVE RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL (FOUND) MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST, THENCE, NORTH 01 DEGREE 18 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 210.06 FEET TO A 1/2" CAPPED IRON PIN (BIG SPRING); THENCE, SOUTH 01 DEGREE 18 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO A PK NAIL (FOUND); THENCE NORTH 88 DEGREES 30 MINUTES 59 SECONDS WEST A DISTANCE OF 210.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 ACRES MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT

A LOT OR PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL (FOUND) MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST, THENCE, NORTH 01 DEGREE 18 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 01 DEGREE 18 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 25.43 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 34 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 167.39 FEET TO A POINT; THENCE, SOUTH 01 DEGREE 25 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 14.55 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 34 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 42.70 FEET TO A POINT; THENCE, SOUTH 01 DEGREE 18 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 11.10 FEET TO A POINT; THENCE NORTH 88 DEGREES 30 MINUTES 59 SECONDS WEST A DISTANCE OF 210.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.11 ACRES MORE OR LESS.

SURVEYOR CERTIFICATION

I, ANTHONY SCOTT MANARY, A REGISTERED PROFESSIONAL LAND SURVEYOR WITH THE FIRM OF 2 THE POINT INCORPORATED HEREBY CERTIFY THAT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON HAS BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE 18TH DAY OF FEBRUARY, 2025

ANTHONY SCOTT MANARY PLS #35345

ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

REVISED: 07.08.25

DRAWN BY: ANB	ACQUISITION EXHIBIT	2 THE POINT INCORPORATED
FIELD CREW: BJ	SWANCOTT ROAD WIDENING	
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS	
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN	
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST	
SHEET: 1 OF 2		
JOB NO: 23-022		

TRACT NO. 8 - EXHIBIT B



VICINITY MAP
(NOT TO SCALE)

GENERAL NOTES:
1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

LEGEND

o	PROPERTY CORNER FOUND
----	ADJOINER PROPERTY LINE
———	SUBJECT PROPERTY LINE
- - - -	PUBLIC UTILITY & DRAINAGE ESMNT

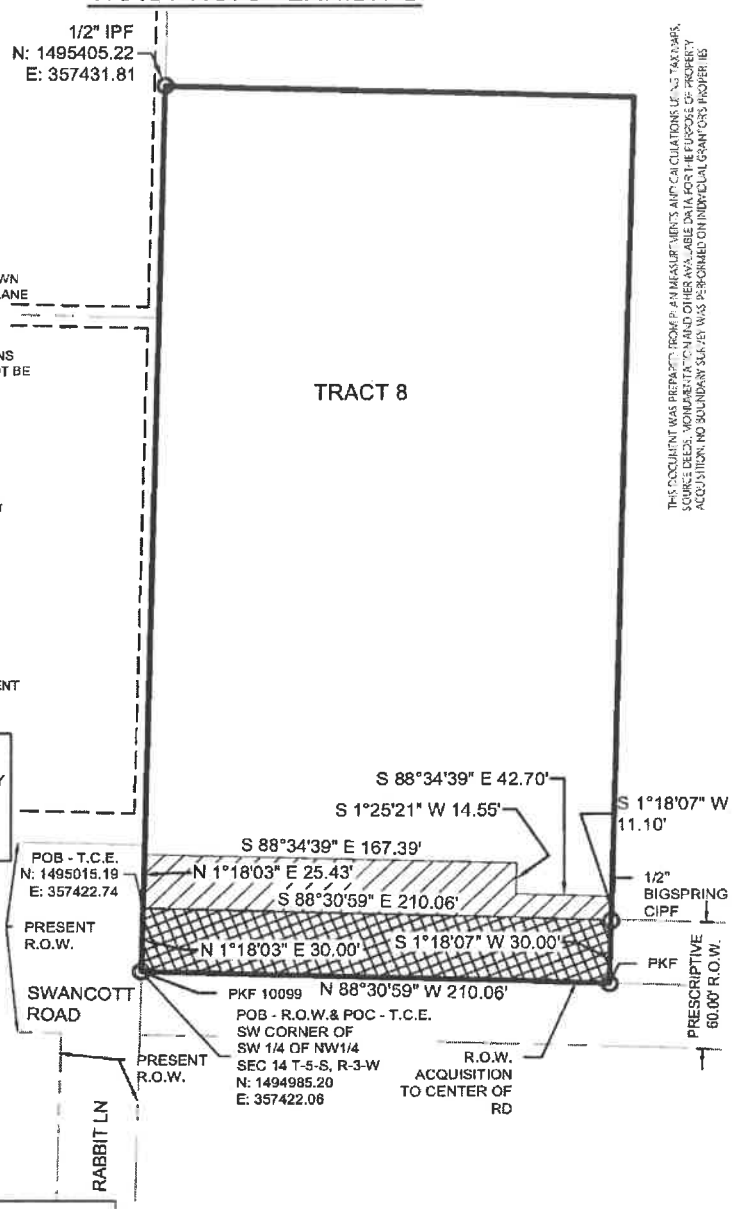
ABBREVIATIONS

CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
R.O.W.	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

HATCH LEGEND

PRESCRIPTIVE RIGHT-OF-WAY

ACQUIRED TEMPORARY CONSTRUCTION EASEMENT



THIS DOCUMENT WAS PREPARED FROM PLAN MEASUREMENTS AND CALCULATIONS USING TAX MAPS, SOURCE DEEDS, MONUMENTATION AND OTHER AVAILABLE DATA AS OF THE DATE OF THE PROPERTY ACQUISITION. NO BOUNDARY SURVEY WAS PERFORMED ON INDIVIDUAL GRANTOR'S PROPERTIES

SWANCOTT ROAD ACQUISITION	
TRACT NUMBER: 8 OWNER: MATTHEW GLEN & LYNNE G JACKSON PARCEL NO: 18 06 14 0 000 002.001 & 18 06 14 0 000 002.002	
TOTAL AC±	APPROXIMATE 2.00 AC.±
PRESCRIPTIVE R.O.W.:	(6,302 SQ. FT.) 0.14 AC.±
T.C.E. ACQUIRED:	(4,720 SQ. FT.) 0.11 AC.±
REMAINDER:	APPROXIMATE 1.86 AC.±

REVISED: 07.08.25



DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 2 OF 2	2 THE POINT INCORPORATED
JOB NO: 23-022	