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, February 12, 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: Ollye Conley

3. APPROVAL OF THE AGENDA

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

a. **2026-106** Minutes of the Regular Meeting of the City Council held on January 22, 2026. (Minutes Received)

Sponsors: City Clerk

Attachments: 1.22.26 final minutes.pdf

5. MAYOR: SPECIAL RECOGNITIONS

a. **2026-107** Presentation of a life saving medal.

Sponsors: Administration

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Special Recognitions

Resolutions for Approval and Presentation

a. **2026-108** Resolution Honoring Black Business Owners throughout Huntsville in Recognition of Black History Month.
Resolution No. 26-91

Sponsors: Watkins

Attachments: BHM Res.pdf

b. **2026-109** Resolution in honor of Heart Health Month 2026.
Resolution No. 26-92

Sponsors: Robinson

Attachments: Heart Health 2026.pdf

c. **2026-110** Resolution Honoring Jazz McKenzie for Her Exceptional Talent and Outstanding Achievements.
Resolution No. 26-93

Sponsors: Watkins

Attachments: Jazz McKenzie.pdf

Resolutions for Approval Only

7. ANNOUNCEMENTS AND PRESENTATIONS

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

a. **2026-111** Council decision on Personnel Hearing for Scott Hartman (Huntsville Police Department) held on 02/06/2026.

9. PUBLIC HEARINGS TO BE HELD

10. PUBLIC HEARINGS TO BE SET

a. **2026-112** Resolution to declare a public nuisance located at 3607 Princess St. NW, Huntsville, AL; and to set the date for when objections will be heard. (Set for February 26, 2026, Regular Council Meeting)
Resolution No. 26-94

Sponsors: Community Development

Attachments: 3607 Princess St Nw JPN 1st Res 2-12-2026.pdf

b. **2026-113** Resolution to declare a public nuisance located at 4906 Clardy Rd. NW, Huntsville, AL; and to set the date for when objections will be heard. (Set for February 26, 2026, Regular Council Meeting)
Resolution No. 26-95

Sponsors: Community Development

Attachments: 4906 Clardy Rd Nw JPN 1st Res 2-05-2026.pdf

c. **2026-114** Resolution to set a public hearing for Raj Kumar, d/b/a AAAA Car Service, for the operation of two (2) luxury vehicles. (Set for February 26, 2026, Regular Council Meeting)
Resolution No. 26-96

Sponsors: Parking/Public Transit

Attachments: RAJ KUMAR PACKET.pdf

d. **2026-115** Resolution to set a public hearing for Anthony Fisher, d/b/a Southern Comfort Luxury Transportation, LLC., for the operation of one (1) luxury vehicle. (Set for February 26, 2026, Regular Council Meeting)
Resolution No. 26-97

Sponsors: Parking/Public Transit

Attachments: ANTHONY FISHER PACKET.pdf

e. **2026-116** Resolution to set a public hearing on the zoning of 1.41 acres of land lying on the south of Sutton Rd and west of Woodside Drive to Residence 1-A District; and the introduction of an Ordinance pertaining to the same. (Set for March 26, 2026, Regular Council Meeting)
Resolution No. 26-98
Ordinance No. 26-99

Sponsors: Planning

Attachments: Reeves Zoning Complete

f. **2026-117** Resolution to set a public hearing on the rezoning of 1.15 acres of land lying on the west of Bell Rd and south of Belle Park Lane from Residence 1-B District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set for March 26, 2026, Regular Council Meeting)
Resolution No. 26-100
Ordinance No. 26-101

Sponsors: Planning

Attachments: Bell Park Rezoning Complete

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 John Meredith

Councilmember Michelle Watkins

Councilmember Bill Kling

Councilmember David Little

Councilmember Jennie Robinson

14. FINANCE COMMITTEE REPORT

a. **2026-118** Resolution authorizing expenditures for payment.
Resolution No. 26-102

Sponsors: Finance Committee

Attachments: Expenditures - Complete

b. **2026-119** Ordinance approving appropriations, goods, or services for District 2 Council Improvement Funds.
Ordinance No. 26-103

Sponsors: City Council

Attachments: District 2 Council Improvement_Complete.pdf

c. **2026-120** Ordinance approving appropriations, goods, or services for District 4 Council Improvement Funds.
Ordinance No. 26-104

Sponsors: City Council

Attachments: District 4 Council Improvement_Complete.pdf

d. **2026-121** Ordinance approving appropriations, goods, or services for District 5 Council Improvement Funds.
Ordinance No. 26-105

Sponsors: City Council

Attachments: District 5 Council Improvement_Complete.pdf

15. BOARD APPOINTMENTS TO BE VOTED ON

a. **2026-122** Resolution 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. (Nominated on January 22, 2026, Regular Council Meeting)
Resolution No. 26-46

Sponsors: Kling

Attachments: Beautification appointment SA.pdf

16. BOARD APPOINTMENT NOMINATIONS

a. **2026-123** Nomination to appoint Deputy Chief Michael Johnson to the Alternative Sentencing and Release Commission due to the resignation of Rex Reynolds for the remainder of the vacant term.
Resolution No. 26-106

Sponsors: Robinson

Attachments: Alt Sentencing Appointment MJ.pdf

b. **2026-168** Nomination to appoint Brandon Tucker to the Huntsville-Madison County Convention and Visitors Bureau Board of Directors to fill a vacancy due to the resignation of Ernest Young for the remainder of a four (4) year term to expire April 12, 2028.
Resolution No. 26-147

Sponsors: Robinson

Attachments: Tucker CVB.pdf

17. HUNTSVILLE UTILITIES ITEMS

18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS

Vacation of Easements

a. **2026-124** Ordinance authorizing the vacation of a portion of a Utility and Drainage Easement between Lots 3 & 4, Richland Park Subdivision. (Price)
Ordinance No. 26-107

Sponsors: Legal

Attachments: Price Ceiling easement vacation Complete.pdf

b. 2026-125 Ordinance authorizing the vacation of a Utility and Drainage Easement in Lot 18 of Monte Sano Cove Phase 2 Subdivision. (Prishtina)
Ordinance No. 26-108

Sponsors: Legal

Attachments: Prishtina eas vacation Complete.pdf

Vacation of Rights-of-Way

Deeds of Acceptance

19. UNFINISHED BUSINESS ITEMS FOR ACTION

a. 2026-126 Ordinance naming the new Arboretum at John Hunt Park the "Joy McKee Arboretum". (Introduced on January 22, 2026, Regular Council Meeting)
Ordinance No. 26-87

Sponsors: Kling and Meredith

Attachments: Joy McKee Arboretum Complete.pdf

b. 2026-127 Ordinance amending Section 18 of Ordinance 04-315 of the Personnel Policies and Procedures Manual. (Introduced on January 22, 2026, Regular Council Meeting)
Ordinance No. 26-88

Sponsors: Human Resources

Attachments: Drug and Alcohol complete.pdf

c. 2026-128 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. (Introduced on January 22, 2026, Regular Council Meeting)
Ordinance No. 26-89

Sponsors: Urban Development

Attachments: Boeing HSV Purch ord Complete.pdf

d. 2026-129 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. (Introduced on January 22, 2026, Regular Council Meeting)
Ordinance No. 26-90

Sponsors: Urban Development

Attachments: Swancott Rd Purch ord 2 Complete.pdf

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. **2026-130** Resolution authorizing travel expenses.
Resolution No. 26-109

Sponsors: Finance

Attachments: Travel_Resolution_Complete.pdf

b. **2026-131** Resolution authorizing the acceptance of donations.
Resolution No. 26-110

Sponsors: Finance

Attachments: Donations_Complete.pdf

c. **2026-132** Ordinance amending Budget Ordinance No. 25-744, by changing appropriated funding for various departments and funds.
Ordinance No. 26-111

Sponsors: Finance

Attachments: Budget_Amendment_Complete.pdf

d. **2026-133** 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. 26-112

Sponsors: Finance

Attachments: Resolution_Procurement_Complete.pdf

e. **2026-134** Resolution authorizing the Mayor to execute a contract modification agreement to modify the Aerial and Underground Fiber & Conduit Construction contract awarded to Southeast Utilities of Georgia, LLC., pursuant to Resolution No. 26-49.
Resolution No. 26-113

Sponsors: Finance

Attachments: SE Utilities of GA - Modification No 1 - Complete.pdf

f. **2026-135** Resolution authorizing the Mayor to execute Change Order No. 1 to the contract, awarded pursuant to Resolution No. 24-667, between the City of Huntsville and Stewart Electric Company, Inc., for the Von Braun Center Lighting & Sprinkler Improvements project.
Resolution No. 26-114

Sponsors: Finance

Attachments: VBC Change Order Complete.pdf

g. **2026-136** Resolution authorizing the Mayor to enter into an Agreement to Exercise Option for Contract Extension between the City of Huntsville and RP Media, Inc., for digital billboards.
Resolution No. 26-115

Sponsors: Administration

Attachments: RP MEDIA CONTRACT RENEWAL.pdf

h. **2026-137** Resolution authorizing the Mayor to execute Addendum No. 3 to the Agreement between the City of Huntsville and JustFOIA Order No. 29896 for the Pro Renewal Coverage.
Resolution No. 26-116

Sponsors: City Clerk

Attachments: JustFOIA CC 2-12-26.pdf

i. **2026-138** 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 (CHDO), for the use of Home Investment Partnerships (HOME) program funds for eligible CHDO Operating Expenses in accordance with the construction of affordable housing at Kildare Street (APN #13810), Huntsville, Alabama 35811.
Resolution No. 26-117

Sponsors: Community Development

Attachments: Cover + Resolution + Agreement.pdf

j. **2026-139** 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 (CHDO), for the use of Home Investment Partnerships (HOME) program funds for eligible CHDO Operating Expenses in accordance with the construction of affordable housing at Kildare Street (APN #590395), Huntsville, Alabama 35811.
Resolution No. 26-118

Sponsors: Community Development

Attachments: Cover + Resolution + Agreement.pdf

k. **2026-140** Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama and apparent low bidder, Lambert Contracting, LLC, for Pedestrian Access and Redevelopment Corridor (PARC) along Pinhook Creek, Project No. 71-26-SP03 & Federal Aid Project No. RAISE-4523(252).
Resolution No. 26-119

Sponsors: Engineering

Attachments: PARC Pinhook Creek complete.pdf

l. **2026-141** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and GTEC, L.L.C., for Engineering Design Services for CRP Sign Foundations, Project No. 71-26-SP10.
Resolution No. 26-120

Sponsors: Engineering

Attachments: CRP Sign Foundations complete.pdf

m. **2026-142** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Volkert, Inc., for Engineering Design & Construction Administration Services for Holmes Avenue Complete Street, Project No. 71-26-RD01.
Resolution No. 26-121

Sponsors: Engineering

Attachments: Volkert Holmes Avenue Complete Street complete.pdf

n. **2026-143** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and GTEC, LLC, for Engineering Design Services for PARC Pre-Engineered Bridge Design, Project No. 71-26-BR01.
Resolution No. 26-122

Sponsors: Engineering

Attachments: GTEC PARC Pre-Engineered Bridge complete.pdf

o. **2026-144** Resolution authorizing the Mayor to enter into a Preliminary Engineering and Construction Agreement between the City of Huntsville, Alabama and Alabama Department of Transportation for Bailey Cove Multi-Use Path and Safety Improvements, Project No. 71-26-SP13 & ALDOT Project No. TAPHV-TA26(940).
Resolution No. 26-123

Sponsors: Engineering

Attachments: Bailey Cove Multi-Use complete.pdf

p. **2026-145** Resolution authorizing the Mayor to enter into a Preliminary Engineering and Construction Agreement between the City of Huntsville, Alabama and Alabama Department of Transportation for Miller Branch Greenway Multi-Use Trail (Phase 2), Project No. 71-26-SP12 & ALDOT Project No. TAPHV-TA26(939).
Resolution No. 26-124

Sponsors: Engineering

Attachments: Miller Branch Greenway Multiuse complete.pdf

q. **2026-146** Resolution authorizing the Mayor to enter into a Reimbursable Agreement between the City of Huntsville, Alabama and Madison County Alabama for Relocation of Utility Facilities on Private or Public Right-of-Way for Winchester Road Water Relocation Project, Project No. 71-26-SP18 & Project No. ACAA61222-ATRP(010).
Resolution No. 26-125

Sponsors: Engineering

Attachments: Winchester Rd Water Relocation complete.pdf

r. **2026-147** Resolution authorizing the Mayor to enter into a Professional Services Contract between the City of Huntsville and Stanard & Associates, for Fire Driver-Engineer exam services.
Resolution No. 26-126

Sponsors: Fire and Rescue

Attachments: Stanard and Associates Complete.pdf

s. **2026-148** Resolution authorizing the Mayor to enter into a Business Associate Agreement between the City of Huntsville and Abett, Inc., outlining responsibilities relating to the use and disclosure of Protected Health Information (PHI) as it pertains to the City's group Health Insurance plans during the analysis of claims and utilization data.
Resolution No. 26-127

Sponsors: Human Resources

Attachments: Abett, Inc. - Complete

t. **2026-149** Resolution authorizing the Mayor to enter into a Subscription Agreement between the City of Huntsville and Regroup for city alerts app's text, voice, and email services.
Resolution No. 26-128

Sponsors: ITS

Attachments: Regroup Subscription - City of Huntsville

u. **2026-150** Resolution authorizing the Mayor to execute Modification No 1 to the Agreement between the City of Huntsville and Verta Technologies for the City of Huntsville's Audio Visual Services and Support for City Hall.
Resolution No. 26-129

Sponsors: ITS

Attachments: RFP Agreement - Verta Technologies Modification #1 v3 Complet

v. **2026-151** Resolution authorizing the City Clerk to invoke Cadence Bank Letter of Credit No. 362001092143 for the Meadows at Hampton Cove Phase 4 Subdivision.
Resolution No. 26-130

Sponsors: Legal

Attachments: Meadows LOC Complete.pdf

w. **2026-152** Resolution authorizing the City Attorney to settle the workers' compensation claim of Deborah McAnally.
Resolution No. 26-131

Sponsors: Legal

Attachments: McAnally Complete.pdf

x. **2026-153** Resolution authorizing the Mayor to execute a Corrective Deed between The Health Care Authority of the City of Huntsville and the City of Huntsville, to correct an error in the legal description contained in a deed which was previously accepted by the City of Huntsville, and authorizing the Mayor to execute a Quitclaim Deed pertaining to the conveyance of the same.
Resolution No. 26-132

Sponsors: Legal

Attachments: Corrective Deed Health Care Slaughter Rd Complete.pdf

y. **2026-154** Resolution authorizing the Mayor to enter a License Agreement between the City of Huntsville and Mid-City Owner, LLC, for Orion Amphitheater parking.
Resolution No. 26-133

Sponsors: Legal

Attachments: Mid City Orion Parking Lic Agr Complete.pdf

z. **2026-155** Resolution authorizing the Mayor to enter into a Facility Use Agreement by and between the City of Huntsville and Huntsville Utilities for the event "APPA 2026 Lineman's Rodeo".
Resolution No. 26-134

Sponsors: Parks & Recreation and Huntsville Utilities

Attachments: APPA Lineman's Rodeo.pdf

aa. **2026-156** Resolution authorizing the Mayor to sign a plat entitled "Huntsville North Village Phase 1A".
Resolution No. 26-135

Sponsors: Planning

Attachments: Huntsville North Village 1A Plat Complete.pdf

ab. **2026-157** Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville, the City of Madison, Madison County, and Huntsville Utilities for the equally shared cost associated with the acquisition and sharing of digital orthophotography of Madison County, and surrounding jurisdictions and service area.
Resolution No. 26-136

Sponsors: Planning

Attachments: MOU_Imagery COMPLETE.pdf

ac. **2026-158** Resolution authorizing the Mayor to enter into a Services Agreement between the City of Huntsville and NeoGov for the Power Policy software program.
Resolution No. 26-137

Sponsors: Police

Attachments: Complete File 2026.pdf

ad. **2026-159** Resolution authorizing the Mayor to enter into a Services Agreement between the City of Huntsville and NeoGov for the Power Ready software program.
Resolution No. 26-138

Sponsors: Police

Attachments: Complete File 2026.pdf

ae. **2026-160** Resolution authorizing the Mayor to enter into an Independent Audit Agreement between the City of Huntsville and Sound Diplomacy, Inc., for music ecosystem analysis and economic impact assessment services.
Resolution No. 26-139

Sponsors: Urban Development

Attachments: Sound Diplomacy Packet.pdf

af. **2026-161** Resolution authorizing the Mayor to enter into an Option to Purchase Real Estate Agreement among the City of Huntsville, Grassy Pond, LP, and Huntsville Center, Inc.
Resolution No. 26-140

Sponsors: Urban Development

Attachments: Grassy Pond Option Purch Complete.pdf

ag. **2026-162** Resolution authorizing the Mayor to enter into a Project Development Agreement among the City, Eli Lilly and Company, and the Industrial Development Board of the City of Huntsville respecting a new pharmaceutical facility to be located within the City and a Property Transfer Agreement between the City and Eli Lilly and Company for the transfer of the facility site.
Resolution No. 26-141

Sponsors: Urban Development

Attachments: Project Delaney Dev Agreement Complete.pdf

ah. **2026-163** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Garver, L.L.C. for Land Surveying Services for Sanitary Sewer Manhole Mapping, Project No. 71-26-SP09.
Resolution No. 26-142

Sponsors: Water Pollution

Attachments: 2026 Land Surveying Services-Sewer Manhole- COMPLETE.pdf

ai. **2026-164** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Neel-Schaffer, Inc., for Engineering Design Services and Engineering Construction Administration Services for Chase Trunk Line Pipe Bursting, Project No. 71-26-SP07.
Resolution No. 26-143

Sponsors: Water Pollution

Attachments: Chase Trunk Line Pipe Bursting EDS & CA -COMPLETE

aj. **2026-165** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Garver, L.L.C., for Engineering Design Services and Engineering Construction Administration Services for Beaverdam Creek Sanitary Sewer Extension, Project No. 71-26-SP17.
Resolution No. 26-144

Sponsors: Water Pollution

Attachments: Beaverdam Creek SS Extension EDS & CA - COMPLETE

ak. **2026-166** Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Patrick Moore.
Resolution No. 26-145

Sponsors: Police

Attachments: Special Employee Contract _ Patrick Moore _Complete.pdf

21. NEW BUSINESS ITEMS FOR INTRODUCTION

a. **2026-167** Introduction of an Ordinance declaring certain property surplus and to be disposed of per Agreement with Managed Asset Recycling Solutions, LLC. Ordinance No. 26-146

Sponsors: ITS

Attachments: MARS Auction 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:** 2/12/2026 **File ID:** 2026-106

PROCEEDINGS OF THE CITY COUNCIL OF HUNTSVILLE, ALABAMA AT ITS REGULAR MEETING HELD JANUARY 22, 2026.

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

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

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

Present: John Meredith, Jennie Robinson, Bill Kling, David Little, and Michelle Watkins

1. **INVOCATION**

Offered by: Huntsville Alabama Public Safety Chaplain, Rachel Hopper.

2. **PLEDGE OF ALLEGIANCE**

Led by: Councilmember Bill Kling

3. **APPROVAL OF THE AGENDA**

President Robinson noted that item 9a had been deleted as the owner has completed the necessary actions.

Councilmember Little moved to approve the agenda as amended, which motion was duly seconded by Councilmember Kling. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins
Nay: None

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

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

Attachments: 01-08-26.reg.pdf

The above item is approved as submitted

5. **MAYOR: SPECIAL RECOGNITIONS**

a. Proclamation recognizing January 2026 as Child Trafficking Prevention Month.

Sponsors: Administration

Mayor Battle Mayor highlighted community commitment to awareness and prevention; remarks by Chelsea Sparks emphasized statewide prevalence and appreciation for City support.

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

Sponsors: Administration

Attachments: Haddie Mac Wesson.pdf

Mayor Battle recognized local youth artist's accomplishments across international productions of "The Sound of Music.

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Special Recognitions

Resolutions for Approval and Presentation

a. 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

Presentation summarized decades of service across local publications and institutions; community impact commended.

Councilmember Kling moved to approve the Resolution, which motion was duly seconded by Councilmember Meredith. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

Resolutions for Approval Only

7. ANNOUNCEMENTS AND PRESENTATIONS

a. Presentation of the Community Energy Resource Plan.

Sponsors: City Council

Huntsville Utilities and consultant overviewed grid modernization (long-term 161 kV transition and substation upgrades), demand-side management expansion, and governance options to consolidate utility boards. Council discussed TVA contract flexibility, local generation options (including nuclear prospects), pipeline capacity, and implementation timelines. Weather preparedness and warming center resources were also addressed during announcements.

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

9. PUBLIC HEARINGS TO BE HELD

a. 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

Deleted from Agenda at approval

b. 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

Councilmember Meredith moved to approve the Resolution, which motion was duly seconded by Councilmember Kling. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

c. 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

Councilmember Meredith moved to approve the Ordinance, which motion was duly seconded by Councilmember Little. President Robinson asked if there was any discussion. President Robinson called for a vote on the above motion the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

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.
Speaker(s):
Joy Johnson (West Arbor Dr, Huntsville) "7a, 14c, 14d, 19d, 20n, 20ak, 21a, agenda Flock"

12. MAYOR COMMENTS

- Residents should be weather-aware over the next several days; monitor local conditions, plan to stay home if needed, and check on neighbors.

13. COUNCILMEMBER COMMENTS

Councilmember David Little

- Attended Career Connect event with broad participation; highlighted workforce opportunities.
- Upcoming meeting with Governor's Bend HOA, weather permitting.
- Brief remarks on weather outlook and preparedness.

Councilmember John Meredith

- Appreciation for district birthday greetings and recent town hall at West Huntsville Recreation Center
- Encouraged preparation for possible outages; urged un-housed residents to use warming centers.
- Thanks to City staff for community engagement efforts.

Councilmember Michelle Watkins

- Called for transparency and public input regarding any hospital merger proposals affecting local access and pricing
- Clarified prior public comments regarding ICE and HPD; stated only existing cooperation involves investigations of crimes against children.
- Highlighted attendance at MLK Unity Program; emphasized correcting misinformation in public forums.

Councilmember Bill Kling

- Noted participation in MLK parade; praised public art initiatives citywide.
- Announced upcoming Sunday shuttle bus service after citizen input.
- Commended the Career Connect event; requested update on residential street sweeping.
- Street sweeping program update provided by City Administrator John Hamilton (incremental expansion and twice-yearly service where feasible).

Councilmember Jennie Robinson

- Encouraged sign-up for City Alerts; emphasized coordinated City preparations for weather events across departments

14. FINANCE COMMITTEE REPORT

a. Resolution authorizing expenditures for payment.
Resolution No. 26-42

Sponsors: Finance Committee

Attachments: Expenditures - Complete

Councilmember Meredith moved to approve the Resolution, which motion was duly seconded by Councilmember Little. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

b. 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

President Robinson moved to approve the Ordinance, which motion was duly seconded by Councilmember Watkins. President Robinson asked if there was any discussion. President Robinson called for a vote on the above motion the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

c. 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

Councilmember Meredith moved to approve the Resolution, which motion was duly seconded by Councilmember Kling. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

d. 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

Councilmember Little moved to approve the Resolution, which motion was duly seconded by Councilmember Meredith. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

15. BOARD APPOINTMENTS TO BE VOTED ON

a. 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

President Robinson moved to approve the Resolution, which motion was duly seconded by Councilmember Little. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

16. BOARD APPOINTMENT NOMINATIONS

a. 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

The above item is referred as submitted to the City Council Regular Meeting due back on 1/22/2026.

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. 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

Councilmember Meredith moved to approve the Resolution, which motion was duly seconded by President Robinson. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

b. 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

Councilmember Meredith moved to approve the Resolution, which motion was duly seconded by Councilmember Little. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

c. 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

Councilmember Meredith moved to approve the Resolution, which motion was duly seconded by President Robinson. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

d. 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

Councilmember Meredith moved to approve the Resolution, which motion was duly seconded by Councilmember Watkins. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

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.
Items held for separate consideration: 20b, 20g, 20v, 20ah-20ak

A motion was made by President Robinson, seconded by Councilmember Little, to approve the Consent Agenda. The motion carried by the following vote:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

a. Resolution authorizing travel expenses.
Resolution No. 26-47

Sponsors: Finance

Attachments: Travel Resolution Complete.pdf

This New Business for Consideration or Action was approved.

b. 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

Councilmember Meredith moved to approve the Resolution, which motion was duly seconded by Councilmember Kling. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

c. 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

This New Business for Consideration or Action was approved.

d. 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

This New Business for Consideration or Action was approved.

e. 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

This New Business for Consideration or Action was approved.

f. 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

This New Business for Consideration or Action was approved.

g. 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

President Robinson moved to approve the Resolution, which motion was duly seconded by Councilmember Kling. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

h. 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

This New Business for Consideration or Action was approved.

i. 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

This New Business for Consideration or Action was approved.

j. 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.pdf

This New Business for Consideration or Action was approved.

k. 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

This New Business for Consideration or Action was approved.

l. 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

This New Business for Consideration or Action was approved.

m. 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

This New Business for Consideration or Action was approved.

n. 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

This New Business for Consideration or Action was approved.

o. 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

This New Business for Consideration or Action was approved.

p. 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

This New Business for Consideration or Action was approved.

q. 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

This New Business for Consideration or Action was approved.

r. 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

This New Business for Consideration or Action was approved.

s. 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

This New Business for Consideration or Action was approved.

t. 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

This New Business for Consideration or Action was approved.

u. 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.pd

This New Business for Consideration or Action was approved.

v. 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

Councilmember Meredith moved to approve the Resolution, which motion was duly seconded by Councilmember Little. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

w. 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

This New Business for Consideration or Action was approved.

x. 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

This New Business for Consideration or Action was approved.

y. 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

This New Business for Consideration or Action was approved.

z. 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

This New Business for Consideration or Action was approved.

aa. 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

This New Business for Consideration or Action was approved.

ab. 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

This New Business for Consideration or Action was approved.

ac. 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

This New Business for Consideration or Action was approved.

ad. Resolution authorizing the Mayor to sign a plat entitled "Delaney Subdivision".
Resolution No. 26-76

Sponsors: Planning

Attachments: Delaney Subdivision Plat Complete.pdf

This New Business for Consideration or Action was approved.

ae. 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

This New Business for Consideration or Action was approved.

af. 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

This New Business for Consideration or Action was approved.

ag. 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

This New Business for Consideration or Action was approved.

ah. 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

Councilmember Meredith moved to approve the Resolution, which motion was duly seconded by Councilmember Kling. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

ai. 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

Councilmember Meredith moved to approve the Resolution, which motion was duly seconded by Councilmember Kling. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

aj. 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

Councilmember Meredith moved to approve the Resolution, which motion was duly seconded by President Robinson. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

ak. 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

Councilmember Meredith moved to approve the Resolution, which motion was duly seconded by Councilmember Kling. President Robinson asked if there was any discussion. President Robinson called for a roll-call vote on the above motion, and the following vote resulted:

Aye: Meredith, Robinson, Kling, Little, and Watkins

Nay: None

al. 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

This New Business for Consideration or Action was approved.

am. 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

This New Business for Consideration or Action was approved.

an. 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

This New Business for Consideration or Action was approved.

21. NEW BUSINESS ITEMS FOR INTRODUCTION

a. 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

The above item is introduced as submitted to the City Council Regular Meeting due back on 2/12/2026.

b. 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

The above item is introduced as submitted to the City Council Regular Meeting due back on 2/12/2026.

c. 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

The above item is introduced as submitted to the City Council Regular Meeting due back on 2/12/2026.

d. 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

The above item is introduced as submitted to the City Council Regular Meeting due back on 2/12/2026.

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.
Speaker(s):
Angelica Condery (2209 Lee High Dr, Huntsville) "Roller Derby"
Emily Young (10315 Autumn Chase, Huntsville) "Dept of Homeland Security"
Matthew Batson (15015 Greentree Trail, Huntsville) "Hemp/ABC License"
Dr. Angela Sommerset (9 Chalkstone St, Huntsville) "HSV Hospital etc"
Austin Jones (173 Sedgewick Dr, Owens Crossroads) "Constitution"
Larisa Thomason (3202 Panorama Dr, Huntsville) "Dept of Homeland Security"
Geoffrey Angle (516 Seaborn Dr.) "ICE, non-cooperation"
Susan Stewart (2207 Cameron Rd) "non-cooperation with ICE"
Dr. Marisa Allison (710 Owens Dr, SE) "ICE & libraries"
Tierney Gaskin (1 Tranquility Base) "None Coop w/ ICE"
Julie Beard (13301 Golden Hay Cir, Madison) "non-cooperation w/ ICE"
Alyssa Eickelberger (1500 Sparkman Dr.) "non-cooperation w/ ICE"
Sarah Colletti (Lawrence Rd, Hartselle) "Freedom"
Carl Marx Landers (Oxford Cir, Decatur) "ICE"
Nadia Pindera (310 Willowwood Ct, Madison) "ICE"
Catherine Gergel (4315 Holmes Ave, Huntsville) "ICE"
Rachel Lackey (1304 McCullough Ave, Huntsville) "ICE"
Kelvey Vander Hart (53 Cottage Creek Rd, Huntsville) "ICE involvement w/ HPD"
David Snyder (3816 Bob Wallace, Huntsville) "Humanity"
Jason Amesbury (2500 Glen Echo Cir, Huntsville) "Our (illegible)"
Melissa Autin (2500 Glen Echo Cir, Huntsville) "No ICE in Huntsville - due process!"

23. ADJOURNMENT

PROCEEDINGS OF THE CITY COUNCIL OF HUNTSVILLE, ALABAMA AT ITS REGULAR MEETING HELD JANUARY 22, 2026.

Regular Meeting - January 22, 2026 - 5:30 p.m.

City Council Chambers, City Hall
Huntsville, Alabama

Members Present:	**Dr. Jennie Robinson**
	Mr. Bill Kling
	Mr. David Little
	Mr. John Meredith
	Ms. Michelle Watkins
Mayor:	**Mr. Tommy Battle**
City Administrator:	**Mr. John Hamilton**
City Attorney:	**Mr. Trey Riley**
City Clerk:	**Ms. Shaundrika Edwards**

President Robinson called the meeting to order at the time and place noted above.

The invocation was offered by **Public Safety Chaplain Rachel Hopper**;

Councilmember Kling led the Pledge of Allegiance.

APPROVAL OF THE AGENDA.

President Robinson said item 9.a, under Public Hearings to Be Held, had been deleted because the owner of the property had completed the necessary actions.

The Agenda was approved as corrected.

APPROVAL OF THE MINUTES OF PREVIOUS MEETING.

President Robinson said the Council members had been provided copies of the Minutes of the Regular Meeting of the Council held on January 8, 2026, and she asked if there were any changes or additions.

The Minutes were approved as submitted.

MAYOR: SPECIAL RECOGNITIONS.

Proclamation recognizing January 2026 as Child Trafficking Prevention Month.

Mayor Battle read from the proclamation that the City of Huntsville was committed to combating human trafficking and was urging all residents to help bring visibility to this crime, and he presented the resolution to Ms. Chelsea Sparks of the Child Trafficking Solutions Project.

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

Mayor Battle read from the proclamation, recognizing Haddie Mac for her excellence in the arts at only 12 years of age, being an accomplished actor, singer, and dancer, and having recently continued her career in a Broadway tour production of The Sound of Music, and he presented the proclamation to her.

COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS.

Resolutions for Approval and Presentation.

Resolution No. 26-40, recognizing Bud McLaughlin for his impressive career in journalism, marked by his service across multiple news outlets in the city of Huntsville.

Motion by Kling/Second by Meredith/Unanimously Adopted.

(RESOLUTION NO. 26-40)

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 22nd day of January 2026.

/s/ Jennie Robinson

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

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Councilmember Kling read from the resolution Mr. McLaughlin's outstanding accomplishments in various news outlets in Huntsville over many years, and he presented the resolution to him, commending him for all he had done.

ANNOUNCEMENTS AND PRESENTATIONS.

Mr. John Hamilton, City Administrator, commented on preparations for the upcoming weather alert, urging residents to stay aware of conditions.

Mr. Scott Erwin, Manager of Community Development, discussed warming centers that would be available for the homeless during this time.

Presentation of the Community Energy Resource Plan.

President Robinson said Mr. Wes Kelley, President and CEO of Huntsville Utilities, would provide this briefing.

President Robinson said she had talked with Mr. Kelley about this presentation being more than could be handled effectively in this meeting, so they would work with Mr. Kelley and the CERP (Community Energy Resource Plan) team to put together a Work Session of the Council focusing on this matter.

Mr. Kelley said this would be a condensed presentation, but he looked forward to coming back and working with the Council, as they would be working with the Huntsville Utility boards, to implement a lot of the recommendations they would touch on at this time.

Mr. Kelley asked Mr. Matt Futch of Black & Veatch to provide an overview of this, noting that the main focus was to prepare the energy side, the electric side, of Huntsville Utilities for an uncertain energy future, with the overall goal being to maintain a reliable system, capable of supporting Huntsville's impressive growth, in a way that would keep costs low.

(Mr. Futch made a PowerPoint presentation.)

Mr. Matt Futch of Black & Veatch Engineering, Construction, and Consulting expressed appreciation for being allowed to participate in this process.

Mr. Futch said he wanted to point out in the slide he was displaying critical infrastructure investments for economic growth, and he said on the next couple of slides, they would talk about how they could enable investments to allow the city to continue to grow and allow for a prosperous economy without having a significant increase in the cost of energy.

Mr. Futch said they wanted a reliable grid and the ability to have sustainable growth over time, and to do this, they needed to upgrade the existing grid. He continued that to contain the costs of making those upgrades, and a lot of other things they recommended, they were going to have to have some measures, and one of those was local generation of power, produced and bought and built from Huntsville, and another one was demand-side management, which basically meant cutting down the peak of power, pushing harder on that, allowing them to really reduce the cost of the wholesale power contract with TVA without having to make a significant investment.

Mr. Futch displayed a slide entitled "CERP Recommendations," and he discussed Grid Modernization, noting they currently had a 46-kV, low-voltage system, and it very likely needed to be upgraded to a 161-kV, over the long term.

Mr. Futch said next was Local Generation, and he said TVA was opening their wholesale power contract to changes and reform, to enable members to pursue more local generation, to ultimately reduce the amount of fixed costs of the Tennessee Valley Authority system, and this might allow Huntsville Utilities to invest in local generation of power, which would reduce the total cost of the system for customers.

Mr. Futch said to do all these things, there needed to be a change in governance, noting that at this time, the City of Huntsville Utilities was composed of three separate boards, for Electric, Gas, and Water, and they were regulated by three separate Alabama statutes and were separate legal entities, and one of the recommendations was to look at a way to consolidate the boards into one board and enable Huntsville Utilities to act as one single legal entity, rather than the complex situation they had at this time that made it very difficult to contract and procure and invest in the grid. He said Public Act-175 was one of the measures to enable this type scenario.

Mr. Futch said there were three things that needed to happen in order to move forward: Huntsville Utilities to develop a detailed implementation plan; to renegotiate the wholesale power contract with TVA; and to engage with the Council on implementing Public Act-175, or some other alternative that would essentially accomplish the same thing, that being a consolidated board and one legal entity for the City of Huntsville Utilities.

Mr. Kelley said he appreciated Black & Veatch's work on this matter, noting they had built some customized software modeling tools, and that was helping them not just to answer questions at Huntsville Utilities but to provide a leadership role in the TVA footprint on working through new alternative wholesale power contracts.

Mr. Kelley said their overall goal was to enhance infrastructure and integrate these advanced technologies into their grid, and he said the Council would see that as they came forward with their normal capital budget planning process.

Mr. Kelley said the governance issue was not a new issue, that it went back many years, and as they would go through these changes, there were several statutory obstacles in place that made it difficult for Huntsville Utilities to move out. He said this was something they needed to talk to the Council about, to talk about the pros and the cons, and to see where it would fall.

Councilmember Little asked, concerning governance, if that would just be the Council and Huntsville Utilities figuring that out or if it would involve the State.

Mr. Kelley said there were several ways to accomplish this goal, but the only way that did not involve Montgomery was Public Act-175, which would just be the City Council passing a resolution, adopting an existing State statute.

Councilmember Little said, concerning local generation, that he assumed nuclear would not figure into that conversation.

Mr. Kelley said they had modeled that, but the price was pretty high. He said TVA was working on that, and over the next five to ten years, there would be a lot more known about the viability and the cost effectiveness of it.

Councilmember Little said, concerning the other part of generation, he would assume gas, and he would assume being a part of the NAPED (North Alabama Public Energy District) figured into that discussion, the potential for the big pipeline across North Alabama, and that would help with generation.

Mr. Kelley replied in the affirmative. He said if they were going to have any gas generation, there had to be fuel to supply it. He continued that at this time, there was enough

fuel to supply it as long as they did not run the power plant during the winter, and he said that was probably not the design intent of the power plant. He said the pipeline was a part of that conversation.

Councilmember Little asked, concerning upgrades, if that was everything from trying to get neighborhoods with underground power to new substations, and he asked about grid upgrades.

Mr. Kelley said there were two main focuses, with one being technology. He said they were still operating their 46-kV system, which was what moved power around the city of Huntsville, the same way they had done for decades, and there was much better technology available, and they needed to get that installed in the substations so they would have better visibility, better control, and the ability to manage the routing of power more dynamically around the system. He said there was also the wholesale upgrade of the entire transmission system, that 20 or 25 years prior, a consultant had told Huntsville Utilities they were overbuilding the 46-kV system, and they were still overbuilding the 46-kV system, so they needed to talk about moving that to the next level. He said it was a consistent investment, over time, to move to larger transmission circuits.

Councilmember Meredith asked what was required to go from a 46-kV to a 161-kV system, if it was a completely separate system they had to build from scratch or if they could upgrade the 46-kV.

Mr. Kelley said it was fundamentally a new system on top of that. He said they would find pieces and parts to do over time, and ultimately, they wanted a looped system, so if power went out, they could route it in another direction. He said that was what they would be working on over the next year, with guidance from the Energy Task Force.

Councilmember Meredith said they could not do this overnight, and he asked how the 46-kV system would interact with the 161-kV.

Mr. Kelley said a lot of Huntsville's 46-kV stations were fed from TVA's 161-kV system, and their transformers knocked that voltage down to 46, and it traveled along the 46 circuit, and went to another substation that would knock the voltage down to 12,000 volts, which was what traveled down the streets.

Councilmember Meredith said Mr. Kelly had mentioned hopefully being able to negotiate a more flexible TVA contract, and he asked what the timeline was on that.

Mr. Kelley said he believed the work they had been doing with TVA on an alternative arrangement, which would be Step 1 of a new power contract, they might introduce as soon as the current year, as an optional rate, and then they would see how that would go, and then they would move to the next phase, and the next phase. He said TVA had not had a board, due to complications, but they had a board at this time, and that board would start meeting soon and would hopefully be in a position as soon as the upcoming summer to start making some decisions on this matter.

Councilmember Meredith said, concerning the governance, that at this time they had three separate boards, and they wanted to consolidate into one, and he asked, with the creation of the new pipeline entity, how gas would get included, noting it was his understanding that the pipeline was kind of a separate thing. He asked how the new board would interact with this new pipeline and the other entities.

Mr. Kelley said a unified board would be appointed by the City Council and continue as they had all these years. He said Huntsville Utilities, even if it was a single body, would just be

a customer of the North Alabama Public Pipeline, that there would be a contractual buyer-seller relationship.

Councilmember Kling said he knew the Tennessee Valley Authority had a pretty high debt level, but he thought it had been reduced, and he asked if as that trend continued, it would take the pressure off local communities, such as Huntsville, to get into power generation. He said Huntsville Utilities had never run a power-generating plant before, and he asked if the pressure was getting off so that TVA could do power generation, and Huntsville Utilities could be the distributor, and the Council could do the job they did with City government.

Mr. Kelley said Councilmember Kling was very perceptive, that that was a big catalyst for the Community Energy Resource Plan, and the Energy Task Force overall, the uncertainty around TVA, not only in its governance structure, which he believed had stabilized, but also in its long-term power-supply plan. He said TVA's debt limit was in place, and it would probably start bumping up against that debt limit in the next few years, but they had alternative financing strategies and other ideas about ways to maneuver around that, and this was one of those ideas and alternatives, a way to maneuver around that. He said they were still very interested in Huntsville Utilities pursuing this option because they saw it was working in harmony with TVA.

Councilmember Kling said he recalled that several years prior, TVA was building a nuclear power plant near Scottsboro, and they got about two-thirds of the way done, and they just scrapped it, and billions of dollars were wasted. He said he just wanted to make sure they were being very conservative in what they were expecting TVA to do, and that they were not going to be feeling they had all this leeway because communities would be doing power generation. He said he hoped that between Huntsville Utilities and the folks in Chattanooga, Knoxville, and Nashville, they could hold their feet to the fire so they would not be getting into an area they

really did not need to get into. He said he appreciated all the work Huntsville Utilities was doing, but he was very skeptical about their getting into this area unless it just had to be something they would do.

Mr. Kelley said he appreciated that, and he said they needed to know what Huntsville's plan was in the event something unexpected happened, so they would not be left to figure it out at that time, that they would have already thought through the scenarios.

Councilmember Kling asked, concerning the consolidated utility board, if they would be the ones who would be setting rate increases, or if rate increases, perhaps that they proposed, would come to the Council for action.

Mr. Kelley said it would depend on how this was handled, that under the Public Act-175 scenario, the State had given the board rate-setting authority, but he thought there were some ways to mitigate that, to maintain the relationship they had. He said that would require some creativity from some lawyers, but he was committed to figuring out how to do that. He said if they did something customized in Montgomery, they could make it however the Council wanted it to be.

Councilmember Kling said it just seemed that the buck should stop with the Council, so to speak, rather than a non-elected public board having that authority.

Mr. Kelley said the Council would appoint that board.

Councilmember Kling said that would be a discussion for later.

President Robinson said the staff would reach out to the Council members for dates for a Work Session where they could further discuss this matter.

PUBLIC HEARINGS TO BE HELD.

Item a. was deleted from the agenda during Approval of the Agenda.

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, which hearing was set at the December 18, 2025, Regular Council Meeting.

(Mr. Nunez made a PowerPoint presentation.)

Mr. Thomas Nunez, Manager of Planning and Zoning Services, said this property was recently annexed into the city, and the petitioner was seeking to zone the property Highway Business C-4 District, for commercial retail use.

Public Hearing Opened/No Public Comment/Public Hearing Closed.

Ordinance No. 25-1004, zoning 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, which ordinance was introduced at the December 18, 2025, Regular Council Meeting.

Motion by Meredith/Second by Kling/Unanimously Adopted.

(ORDINANCE NO. 25-1004)

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 22nd day of January 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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, which hearing was set at the December 18, 2025, Regular Council Meeting.

(Mr. Nunez made a PowerPoint presentation.)

Mr. Nunez said this property was recently annexed into the city, and the petitioner was seeking to zone the property Highway Business C-4 District, for commercial usage.

Public Hearing Opened.

Ms. Joy Johnson, West Arbor Drive, Huntsville, said both of these that had come forward at this meeting were tree-covered lots, and she said they were losing biodiversity at an unprecedented and horrifying rate. She asked when the City would work on some zoning that would preserve the natural habitat when this kind of thing was going on.

Public Hearing Closed.

Ordinance No. 25-1006, zoning 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, which ordinance was introduced at the December 18, 2025, Regular Council Meeting.

Motion by Meredith/Second by Little/Unanimously Adopted.

(ORDINANCE NO. 25-1006)

ORDINANCE NO. 25-1006

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 22nd day of January 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

AGENDA RELATED PUBLIC COMMENTS.

President Robinson said this portion of the meeting was reserved for persons wishing to address the Council on matters relating to the specific content of items on the meeting agenda. She said when persons were called, they should approach the microphone, and they would have three minutes to address the Council, and they should state their name, home address, and city of residence. She said 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.

Ms. Joy Johnson, West Arbor Drive, Huntsville, addressed the Council, having signed up to speak concerning "7 A, 14 C/D, 19 D, 20 N/AK, 21 A AGENDA, FLOCK."

MAYOR COMMENTS.

Mayor Battle urged everyone to be weather-aware over the next few days, noting there had been some dire predictions concerning the weather.

COUNCIL MEMBER COMMENTS.

Councilmember Little said he had attended the Career Connect event, and it had been an outstanding event, concerning jobs in the city.

Councilmember Little said he would be meeting with the Governors Bend Homeowners Association over the weekend, weather permitting.

Councilmember Meredith thanked the members of the Rock House Landing neighborhood for having him speak at their recent HOA meeting, and he also thanked the folks who had attended his districtwide Town Hall at the new West Huntsville Recreation Center on Martin Road, and members of the City staff who had assisted with this meeting.

Councilmember Watkins said Huntsville Hospital was a public hospital, created to serve the community as a public trust, and any proposed merger, especially one involving a private system that could result in a single, dominant medical provider in a metropolitan city, should not move forward without transparency and public input, that this decision would affect access to care, pricing, workforce stability, and the hospital's role as a safety net for uninsured and underinsured residents. She said Huntsville Hospital had been built and sustained through public assets and public trust, and any change to its governance or long-term control must be openly discussed before this would be finalized.

Councilmember Watkins said this was not opposition to collaboration or progress, that it was a call for accountability. She said the responsible course on this was to pause and engage the public and ensure that a public hospital would remain accountable to the people it existed to serve.

Councilmember Watkins said she was a very strong advocate for freedom of speech, especially for citizens to express their viewpoints and concerns, but freedom of speech did not include the right to intentionally create chaos or confusion by spreading information that was false. She said statements made at the previous Council meeting, on January 8, alleged that ICE established a roadblock, in partnership with Huntsville Police, in District 1, on Winchester Road, but after checking with Mr. Hamilton and Chief Giles, she had learned that did not happen.

Councilmember Watkins said when she had attempted to address this individual about the claim they had made in the Council Chambers, this person had chosen to disengage and leave, which made it clear that the intent was not resolution but disruption. She said the Council welcomed concerns, whether they agreed with them or not, but she would not allow false information to be placed on the public record without correction, so if persons came to the microphone and purposely misled the public, she was going to correct them every time.

Councilmember Watkins said some of the speakers had expressed concern that the Council members were looking down while they were speaking to them, and she said they were actually taking notes of what was being said because sometimes they would try to investigate comments, try to find out what had happened, and they tried to find a solution, because they wanted to answer the speakers' questions and concerns. She asked that this not be taken as a display of disrespect because it was not.

Councilmember Watkins said she had attended Calhoun Community College's MLK Unity program, and it was a phenomenal event, that the choir had taken the audience to church. She said she had left there knowing that the younger generation was engaged and committed to being involved in making a change, and that was extremely important because they had to make

things inclusive, not exclusive, that they wanted people to feel they were part of what was going on.

Councilmember Watkins said she had received several emails concerning ICE, as well as several speakers having commented concerning it, and she said the only ICE agreement the City had had been ongoing for years, and it was an agreement to investigate crimes against children, and when people came in and committed crimes, serious crimes, and they were not in the country legally. She said they were not in an agreement with ICE to come and engage and pick up residents and harass them on the street. She said they were not in agreement with ICE, in that they did not have a signed agreement saying that, and she did not support that.

Councilmember Watkins said she wanted to put that on the record.

Councilmember Kling said on the prior Saturday, he had the privilege of riding the 1927 City fire truck in the Martin Luther King parade, and it was a great event, and a very thought-provoking holiday. He said Dr. King was a thinker and a doer, and this was an opportunity to reflect on his life and what his contributions were to the community.

Councilmember Kling said he had attended the State of the Arts reception and celebration, pointing out the amount of public art and all the art organizations throughout the community and what their contributions had been. He said there were many examples of great public art in the city, at various locations, and they were fortunate to have so many great private citizens who participated in that process.

Councilmember Kling said he had relayed the requests of persons who had contacted him to the Public Transit Department, and he had also given his input, and he discussed shuttle bus service in the city, and he said the service would be expanding to Sundays.

Councilmember Kling said he had also attended the Career Connect event, and it had been a well-attended event and was very organized.

Councilmember Kling said he had been working with Mr. Hamilton to expand residential street sweeping, and he asked Mr. Hamilton to provide an update on the progress, how much they had been able to improve this over the prior year or so.

Mr. Hamilton said during the budget cycles in the prior few years, they had spent a lot of time talking about how they, over time, could invest more resources into the street sweeping program so they could grow it. He said this was something that needed to be done incrementally, based on the available resources, and the time it would take to get the equipment in, hire the workforce, et cetera, and over the last several years, they had been slowly growing that program. He said where this program had started was focused in commercial areas and on major routes and things, where there were not private entities that would do some of the things they needed, in terms of cleaning curb lines, gutters, and things such as that, in mostly commercial corridors.

Mr. Hamilton said what had been asked of them and what they had started doing was adding more neighborhood services, little by little. He said the program around keeping the curb line clean in a neighborhood was a partnership between what they could provide and what the homeowners or residents needed to do, and he said as they were adding more and more residential street sweeping, that augmented what was expected of the homeowners, that it was a partnership between them and the people who lived in the neighborhood, to keep the neighborhood clean.

Councilmember Kling said there had been discussion about Huntsville Hospital, and he had found out that when the time came, the CEO would be coming before the Council to make a

public presentation. He said what they knew as "Crestwood Hospital" would remain "Crestwood Hospital."

FINANCE COMMITTEE REPORT.

Resolution No. 26-42, authorizing expenditures for payment, in the amount of $26,370,779.68.

Motion by Meredith/Second by Little/Unanimously Adopted.

(RESOLUTION NO. 26-42)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville, Alabama

/s/ John Meredith
Finance Committee Chairman

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

Motion by Robinson/Second by Watkins.

Councilmember Watkins said Huntsville City Schools had an annual event taking elementary school students to Alabama A&M, but, unfortunately, the grant that had provided this opportunity was no longer in existence, so these funds would be appropriated to Rolling Hills, MLK, and Lakewood.

Unanimously Adopted.

(ORDINANCE NO. 26-43)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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

Motion by Meredith/Second by Kling/Unanimously Adopted.

(RESOLUTION NO. 26-44)

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 22nd day of January 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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

Motion by Little/Second by Meredith/Unanimously Adopted.

(RESOLUTION NO. 26-45)

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 22nd day of January 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

BOARD APPOINTMENTS TO BE VOTED ON.

Resolution No. 26-13, reappointing Bradley Garland to the Huntsville Public Library Board, to his current seat, for a four (4) year term to expire February 3, 2030.

Motion by Robinson/Second by Little/Unanimously Adopted.

(RESOLUTION NO. 26-13)

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 22nd day of January 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

BOARD APPOINTMENT NOMINATIONS.

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. (Kling)

UNFINISHED BUSINESS ITEMS FOR ACTION.

Ordinance No. 26-36, amending Ordinance No. 89-79, Classification and Salary Plan Ordinance, which ordinance was introduced at the January 8, 2026, Regular Council Meeting.

Motion by Meredith/Second by Robinson.

Councilmember Watkins said the position of Multimedia Specialist was created for the Sandra Moon Center specifically, and she asked if this was something they normally did.

Mr. Hamilton said one of the things being built in the Sandra Moon Complex was a teen center that had a lot of audio/visual things, so that was a position specifically designed to oversee that particular facility. He said he thought as they continued to grow, there would be opportunities to do similar programs in other rec centers, and they would have more copies of that same position.

Unanimously Adopted.

(ORDINANCE NO. 26-36)

ORDINANCE NO. 26-36

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 22nd day of January 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Ordinance No. 26-37, 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., which ordinance was introduced at the January 8, 2026, Regular Council Meeting.

Motion by Meredith/Second by Little.

President Robinson said she was aware this was an update of an existing contract, and she asked if they were updating it to include danglers and other maintenance of lines.

Mr. Riley said they were working on the best ways to approach some of these things. He said this was an agreement that had been on a carry-over basis for a long period of time, and they wanted to get it in place so they could govern the rights-of-way appropriately with this company, as they did with some of the others.

Unanimously Adopted.

(ORDINANCE NO. 26-37)

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 22, 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.

ADOPTED this the 22nd day of January 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Ordinance No. 26-38, annexing 2.80 acres of land lying on the south side of Capshaw Road and east of Balch Road, which ordinance was introduced at the January 8, 2026, Regular Council Meeting.

Motion by Meredith/Second by Robinson.

(Mr. Nunez made a PowerPoint presentation.)

Mr. Nunez said the petitioner was seeking to annex for City services.

Councilmember Meredith asked if they knew what would ultimately be on this property.

Mr. Nunez said the intent was for a commercial office, for services to individuals within the area.

Councilmember Meredith said he knew his constituents were going to ask, with them picking up this portion of Balch Road, if street lights would be included in this.

Mr. Nunez said he thought that would be an assessment with the widening of Balch Road, that it was something they could definitely examine as they went through the site plan approval, and working with Huntsville Utilities to assist.

Mr. Shane Davis, Director of Urban and Economic Development, said the Engineering Department was working with the Madison County Commission to upgrade intersections along Capshaw and Balch, adding more turn-lane depths at Jeff Road, Nance Road, Wall-Triana, and Balch, and part of that would be additional street lights and lighting at those intersections.

Unanimously Adopted.

(ORDINANCE NO. 26-38)

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 22nd day of January 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Ordinance No. 26-39, annexing 648.44 acres of land lying on the south side of I-565 and east and west of Swancott Road, which ordinance was introduced at the January 8, 2026, Regular Council Meeting.

Motion by Meredith/Second by Watkins.

(Mr. Nunez made a PowerPoint presentation.)

Mr. Nunez said he wanted to thank the McCrary family for this particular annexation and their commitment to the education system and advancement of the community. He said this would be the future site of expansion of the Huntsville City Schools.

President Robinson said she had received an e-mail asking about the impact of this on Wheeler National Wildlife, and she asked if it was correct that for anything that would be built on this property, there would have to be an environmental study.

Mr. Nunez said that was correct. He said that, also, they had some additional boundaries, in that it was a sensitive area, and as they went through the design, those additional protections would be put in place.

Councilmember Watkins thanked everyone who was working on this, noting that anytime an investment was made in education, that was something to commend people for.

Councilmember Kling said he thought a valid concern had been raised about trying to make sure when these things happened that there was as much emphasis on preservation of trees as possible, and he said maybe there were some designs, criteria, or guidelines the Planning Department might look at for the future.

Mr. Nunez said he would echo the same sentiments, and he said they were working with the McCrary family on what this area would look like in the future and how they would preserve some of the landscapes that were natural in the area.

President Robinson said there had been some concern expressed regarding annexations, and she asked if Mr. Nunez could comment on the amount of land they had annexed over the prior few years.

Mr. Nunez displayed a slide, and he said the city had enlarged through the time frame the Council members had served, and what was displayed showed a percentage, and it was less than a 1 percent increase each year over the last six years. He said percentagewise it was not a significant amount of land they had accumulated to their overall property, so it would not expand significantly what they had in services, that it technically filled in the gaps of areas they were already servicing.

Mayor Battle asked President Robinson if they could have Mr. Davis comment on this, since he had worked extensively with the McCrary family.

Mr. Davis said a lot of the success they had had with industry, such as Eli Lilly, Mazda Toyota, and Polaris, had come from their relationships with property owners, and he said at this time, they were not talking about industry but about education, and when they had first sat down with the McCrary family, they told them they had identified this as a place that was the right location for a school, without Huntsville City Schools having to build multiple schools in that Limestone County area. He said they were trying to see if they could get a purchase agreement, and the McCrary family had said they valued education and valued what the City of Huntsville was doing, and they would donate that land to Huntsville City Schools.

Mr. Davis said growing their land mass at just under 1 percent was manageable. He said to some, 650 acres was a lot, but Huntsville was a large city, and this would allow them to slowly grow their tax base so they would be continuing to implement things such as public safety,

utilities, roads, and resurfacing. He said this small amount of land would allow them to grow a tax base without having to grow taxes.

Unanimously Adopted.

(ORDINANCE NO. 26-39)

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 22nd day of January 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

NEW BUSINESS ITEMS FOR CONSIDERATION OR ACTION.

Items 20.g, 20.v, 20.ah, 20.ai, 20.aj, and 20.ak were held from the consolidation.

Motion for consolidation and adoption of the following items:

Motion by Robinson/Second by Meredith/ Unanimously Approved.

Consolidated Items:

Resolution authorizing travel expenses.

(RESOLUTION NO. 26-47)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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

(ORDINANCE NO. 26-48)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Resolution authorizing the Mayor to enter into a contract with Fifth Asset, Inc., d/b/a DebtBook, for financial software.

(RESOLUTION NO. 26-52)

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., d/b/a 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 January 22, 2026, appearing on the second 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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and the Downtown Rescue Mission, Inc., for the use of Program Year 2025 Community Development Block Grant (CDBG) funds.

(RESOLUTION NO. 26-57)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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., d/b/a 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., d/b/a 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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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-six (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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Resolution authorizing the Mayor to enter into an 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)

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-six (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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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 construction services for the HPD Crime Scene Investigation Building and Warehouse.

(RESOLUTION NO. 26-69)

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 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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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 construction services for the Martin Road Recreation Center.

(RESOLUTION NO. 26-70)

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 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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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 Tem 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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Resolution authorizing the City Clerk to invoke SouthState Bank Letter of Credit No. 17003006376 for Oak Meadow Phase 1 Subdivision.

(RESOLUTION NO. 26-72)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Resolution authorizing the City Attorney to seek forfeiture of the surety bond issued by Jet Insurance Company.

(RESOLUTION NO. 26-73)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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 the 22nd day of January 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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., d/b/a 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., d/b/a Arts Huntsville," consisting of five (5) 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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Resolution authorizing the Mayor to sign a plat entitled "Delaney Subdivision."

(RESOLUTION NO. 26-76)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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

(RESOLUTION NO. 26-84)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Gregory Spruell.

(RESOLUTION NO. 26-85)

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 a Special Employee 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 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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Lisa Mason.

(RESOLUTION NO. 26-86)

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 a Special Employee 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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Items Not Consolidated.

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

Motion by Robinson, Second by Kling.

Ms. Penny Smith, Director of Finance, said they were redoing the inside of the VBC Playhouse, including the seating and different aesthetics, and the bid had included $1.1 million from Dunlap for this. She said they had ordered the seating separately, at about $900,000, and the entire thing was approximately $2.1 million.

Unanimously Adopted.

(RESOLUTION NO. 26-53)

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 Thousand Four Hundred and 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 of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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

Motion by Meredith/Second by Little.

Mr. Davis said approximately 18 months prior, some land had been donated in the Research Park commercial area, around what they referred to as "Lake 5." He said they had added some greenways that connected the Redstone Gateway Park, which came under I-565 and into this area, into Research Park, and the intent was to create a Dog Park there. He said at this

time, the Council would be approving a design contract to do this, noting it was for $16,000, and they hoped to have the park in place by the upcoming summer.

Councilmember Kling asked if there was an estimate on the size of the park.

Mr. Davis said it would be about 2.5 acres.

Unanimously Adopted.

(RESOLUTION NO. 26-68)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Resolution No. 26-80, 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.

Motion by Meredith/Second by Kling.

Chief Kirk Giles, Huntsville Police Department, said Our Rescue was a 501 (c)(3) 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. He said the company would donate a canine specially trained to sniff out electronic storage devices used by people involved in this type crime, that it would send someone to Indianapolis to be trained with a canine, and it would provide a stipend for food and vet bills. He said the canine also doubled as a service dog that could calm people who had been traumatized.

Unanimously Adopted.

(RESOLUTION NO. 26-80)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Resolution No. 26-81, 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.

Motion by Meredith/Second by Kling.

Mr. Davis said Blue Origin was requesting to expand for the fourth time in the city, with a project that would add 105 new full-time employees, with an annual minimum wage requirement of $110,280 per job, taking their facility to 1,641 employees, with a capital investment of just under $72 million.

Mr. Davis said the City's commitment would be to help with workforce training, and that once those jobs had been created and were on the payroll, they would do a reimbursement, that for the first 50 jobs, they would do $100,000, and when the jobs got to the 105, there would be the last payment of $100,000, so it would be a total of $200,000. He said this had had a five-year job recapture, so the company must maintain a minimum threshold of 1,641 full-time employees for five years, not just the 105, and if at any point, they would fall below that threshold, there was a trigger for reimbursement of the workforce training dollars.

Mr. Davis said the building permits alone for the project would be about $400,000, so with that, their investment would be recouped times two; and there would be the annual payroll addition of over $12 million, and the property taxes would be just under $900,000 annually.

Councilmember Meredith said he knew some people would be asking why the City would be spending money for this company to organically grow.

Mr. Davis said they did workforce development, workforce recruitment, workforce training, in generality, with their two-year systems, the Chamber, and with the State Commerce Department. He said this was not that they would be handing this company a check and saying it was some money for them to grow in Huntsville, that they were saying they needed to make sure the community had that workforce available so the company would stay in the city and be successful. He said this money would not be going toward moving a piece of dirt, building a building, or paying a utility bill, that it would be going toward training and workforce development of citizens in Huntsville, to have their qualifications highlighted such that they could go and apply for these jobs, live in the city and take advantage of this opportunity.

Councilmember Meredith asked how someone could get this workforce development opportunity.

Mr. Davis said they would go through AIDT, Alabama Industrial Development Training.

Councilmember Meredith asked if there was any way the City could make the information available on the City's website.

Mr. Davis replied in the affirmative.

Unanimously Adopted.

(RESOLUTION NO. 26-81)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

Resolution No. 26-82, 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, (the Company), regarding a new manufacturing facility for operation by the Company and its affiliates within the city.

Motion by Meredith/Second by Robinson.

(Mr. Davis made a PowerPoint presentation.)

Mr. Davis said this had been a competitive site selection process, to help determine SPX Technology's best place to expand within the United States, with key factors being the availability of existing industrial properties and speed to the market, what was available that was vacant that could be bought or leased. He said the company would be buying an existing brand-new building, and they would be looking for good utility infrastructure, access to the interstate, and an available workforce.

Mr. Davis said SPX was a diversified, global supplier of equipment, mainly in heat exchangers, HVAC, and measurement and detection technologies, with very large-scale heating and cooling; that it was established in 1912, and they were in 16 countries, with over 4400 employees, and had annual revenues exceeding $2 billion.

Mr. Davis said the company's commitment would be just under $120 million of new private investment brought into the community, and 350 full-time jobs, with a required annual wage of $54,290, as a minimum. He said the company must achieve full staffing, bringing on those 350 employees, no later than December 31, 2029.

Mr. Davis said the City's commitment was very light, that it was the same type they were doing for Blue Origin, and partnering with their two-year and four-year colleges that had these certificates, that they were not full degrees in a lot of cases like this, that it was where one was completing some soft skills or technical skills through those programs, and, typically, for an employee, or a prospective employee, through the City partnering with the State and bringing in those resources, that training would cost zero dollars.

Mr. Davis said this came with a commitment by the company of maintaining these 350 jobs for five years, and if they did not, the City would get their money back. He said if the capital investment was short, the proceeds to help with the workforce development would not occur.

Mr. Davis said, concerning return on investment, that the permitting fee for this project was over $650,000, so with this, there would be no taxpayer funds at risk. He continued that taxes on the materials and equipment would be approximately $1.6 million, and the annual payroll would be just under $19 million.

Mr. Davis displayed a slide, and he indicated the location of the SPX facility, saying it was just northwest of Huntsville International Airport and adjacent to a new retail development that would break ground in about 30 days, anchored initially by Food City, with more to come.

Unanimously Adopted.

(RESOLUTION NO. 26-82)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

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

Motion by Meredith/Second by Kling.

Mr. Davis said the Council had heard Wes Kelley of Huntsville Utilities speak about what Huntsville Utilities would look like moving forward, and a key piece of that was local generation, which would lower the demand cost through the wholesale power of TVA, so it would lessen the overhead, to keep rates lower, and possibly flatlined.

Mr. Davis said the City owned property near the water facility south of the Airport, on Wall-Triana Highway, that they had owned this jointly with the Madison County Commission for about 30 years, with the intent of bringing industrial development into that area, but they had found it was not feasible.

Mr. Davis said at this time, concerning this property, there was an opportunity for Huntsville Utilities to partner to create 45 megawatts of new solar, Phase 1, which could continue to grow, to put on the local grid, to give them new power, which was being generated

locally. He said a lot of due diligence was needed on this, which Eurus, Huntsville Utilities' partner, would pay for, but they needed some type of option agreement, good faith that should they find the conditions to be right, they could lease this property.

Mr. Davis said the investment would be significant for this 45 megawatts of power, and he said they would pay property tax on the investment, that it would not be exempt, and there was also a good revenue stream that would come from it, in addition to 45 megawatts of local power being generated.

Mr. Davis said if this checked out on the due diligence, and they were ready to move forward, he would then bring before the Council an actual lease for their consideration.

Councilmember Meredith asked if this cleared all the environmental checks and balances, and they moved ahead to do this, it would tie into Huntsville Utilities' grid at the substation on Wall-Triana.

Mr. Kelley said it would ultimately tie into their Jetport substation, which was a little farther north. He said one of the key elements of this was that that power would be fully absorbed within the Huntsville Utilities system, that it would not go out into the TVA system, which simplified the regulatory aspects of this significantly.

Unanimously Adopted.

(RESOLUTION NO. 26-83)

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.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 22nd day of January 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

NEW BUSINESS ITEMS FOR INTRODUCTION.

Introduction of Ordinance No. 26-87, naming the new Arboretum at John Hunt Park the "Joy McKee Arboretum."

Introduction of Ordinance No. 26-88, amending Section 18 of Ordinance No. 04-315 (Personnel Policies and Procedures Manual).

Introduction of Ordinance No. 26-89, authorizing the Mayor to enter into an agreement by and between the 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.

Introduction of Ordinance No. 26-90, authorizing the Mayor to enter into an agreement by and between the 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.

President Robinson said there would be a 10-minute recess.

(Recess)

President Robinson reconvened the meeting.

SECOND ROSTER PUBLIC COMMENTS.

President Robinson said this portion of the meeting was reserved for persons wishing to address the Council on matters relating to City business, whether or not such items were on the meeting agenda. She asked that when persons were called, they would approach the microphone and state their name, home address, and city of residence. She said she would also call the name of the person who would follow so they could make this go as quickly and as smoothly as possible. She said each speaker could address the Council for three minutes, and speakers shall refrain from entering into dialogue with Council members or City staff. She asked that speakers direct their comments to the Chair, not to any individual, and to refrain from making comments regarding the good name and character of any individual.

Ms. Angelica Condery, Lee High Drive, Huntsville, (2209 Lee High Dr.), addressed the Council, having signed up to speak concerning "Roller Derby."

Ms. Emily Young, 10315 Autumn Chase, SE, Huntsville, addressed the Council, having signed up to speak concerning "Dept. of Homeland Security."

Mr. Matthew Batson, 15015 Greentree Trail, Huntsville, addressed the Council, having signed up to speak concerning "Hemp/ABC License."

Dr. Angela Sommerset, 9 Chalkstone Street, Huntsville, addressed the Council, having signed up to speak concerning "HSV Hospital etc."

Mr. Austin Jones, Owens Cross Roads, addressed the Council, saying his address was on the sheet (173 Sedgewick Dr. OWC), and having signed up to speak concerning "Constitution."

President Robinson interrupted Mr. Jones during his comments and advised him he had been instructed that he could not speak regarding the good name and character of any person.

Mr. Jones continued his comments.

Ms. Larisa Thomason, 3202 Panorama Drive, Huntsville, addressed the Council, having signed up to speak concerning "Dept. of Homeland Security."

Mr. Geoffrey Angle, Huntsville, addressed the Council, saying his address was correct on the sheet (516 Seaborn Drive), and having signed up to speak concerning "ICE, non-cooperation."

President Robinson interrupted Mr. Angle during his comments and advised him his time was up due to his use of inappropriate language.

President Robinson, after further discussion with Mr. Angle concerning being allowed to speak, said the Council would take a 5-minute break to get the meeting back in order, and she asked officers to help Mr. Angle exit the Chambers, at which time there was loudly voiced disagreement by members of the audience.

(Recess.)

President Robinson, during the reaction from people in the Chambers, asked HPD to clear the Chambers, and she said the speakers would be invited back into the Chambers one at a time to make their comments.

(After recess.)

Ms. Susan Stewart, Huntsville, addressed the Council, saying her address was on the sheet (2027 Cameron Rd.), and having signed up to speak concerning "Non-cooperation with ICE."

Dr. Marisa Allison, District 2, addressed the Council, saying her address was on file (710 Owens Dr. SE), and having signed up to speak concerning "ICE & libraries."

Ms. Tierney Gaskin addressed the Council, saying her address was correct on the form (1 Tranquility Base), and having signed up to speak concerning "None Coop w/ICE."

Ms. Julie Beard, Madison, addressed the Council, saying her address was on the sheet (13301 Golden Hay Cir NW, Madison), and having signed up to speak concerning "Non-cooperation w/ICE."

Ms. Alyssa Eickelberger, Huntsville, addressed the Council, saying her address was correct on the form (1500 Sparkman Dr. NW), and having signed up to speak concerning "Non-cooperation with ICE."

Ms. Sarah Colletti, Hartselle, addressed the Council, saying her address was listed correctly on the sheet (Lawrence Rd, Hartselle, AL), and having signed up to speak concerning "Freedom."

President Robinson, during Ms. Colletti's comments, asked that she be escorted from the Chambers.

Mr. Carl Marx Landers, addressed the Council, saying his address was correct (Oxford Cir Decatur AL), and having signed up to speak concerning "ICE."

Ms. Nadia Pindera, Madison, addressed the Council, saying her address was correct (310 Willowwood Ct.), and having signed up to speak concerning "ICE."

Ms. Alexa Parsons, Huntsville, addressed the Council, saying her address as written was correct (1013 Riviera Ave.), and having signed up to speak concerning "ICE."

Ms. Catherine (Gergel), (speaker stated first name only), Huntsville, addressed the Council, saying her address was correct (4315 Holmes Ave NW), and having signed up to speak concerning "ICE."

Ms. Rachel Lackey, Huntsville, addressed the Council, saying her address was correct on the form (1304 McCullough Ave.), and having signed up to speak concerning "ICE."

Ms. Kelvey Vander Hart, Huntsville, addressed the Council, saying her address was correct on the sheet (53 Cottage Creek Rd.), and having signed up to speak concerning "ICE involvement with HPD."

Mr. David Snyder, Huntsville (3816 Bob Wallace), addressed the Council, having signed up to speak concerning "Humanity."

Mr. Jason Amesbury, Huntsville (2500 Glen Echo Circle), addressed the Council, having signed up to speak concerning "Our (illegible)."

Ms. Melissa Autin, Huntsville, (2500 Glen Echo Cir.), addressed the Council, having signed up to speak concerning "No ICE in Huntsville - due process!"

ADJOURNMENT.

Upon motion, the meeting was adjourned.

Jennie Robinson
PRESIDENT OF THE CITY COUNCIL

ATTEST:

S. Edwards
CITY CLERK

(Meeting adjourned at 8:45 p.m. on January 22, 2026.

174

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-107

Department: Administration

Subject:

Type of Action: Presentation

Presentation of life saving medal.

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

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-108

Department: City Council

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

Resolution Honoring Black Business Owners throughout Huntsville in Recognition of Black History Month.

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-6498

Department: City Council

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

Resolution Honoring Black Business Owners throughout Huntsville in Recognition of Black History Month.

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 the Mayor of Huntsville, Alabama, recognize the significant contributions of Black business owners in strengthening the economic, social, and cultural fabric of the City of Huntsville; and

WHEREAS, Black business owners in Huntsville have demonstrated extraordinary resilience, innovation, and leadership in establishing and sustaining businesses that provide essential services, create employment opportunities, and contribute to the vitality and growth of the local economy; and

WHEREAS, these entrepreneurs have historically overcome systemic barriers and challenges to build successful enterprises, thereby serving as role models for future generations and inspiring a legacy of perseverance, creativity, and excellence within the community; and

WHEREAS, Black business owners in Huntsville actively contribute to the community through mentorship, civic engagement, and philanthropic efforts, fostering the next generation of leaders, supporting local organizations, and strengthening neighborhoods throughout the city; and

WHEREAS, in celebration of Black History Month, the City of Huntsville recognizes the legacy, achievements, and enduring impact of Black-owned businesses in fostering community development, supporting local initiatives, and strengthening neighborhoods across our city; and

WHEREAS, the accomplishments of Black business owners reflect the spirit of innovation, determination, and leadership that have helped shape Huntsville into a thriving, diverse, and inclusive city; and

NOW, THEREFORE, BE IT RESOLVED that the City Council and the Mayor of Huntsville, Alabama, do hereby honor and commend the Black business owners of Huntsville, Alabama, for their invaluable contributions to the community, their entrepreneurial spirit, and their enduring impact on the city's growth and prosperity, and that a copy of this resolution be presented as a lasting tribute to their achievements and continued success.

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:** 2/12/2026 **File ID:** 2026-109

Department: City Council

Subject:

Type of Action: Approval/Action

Resolution in honor of Heart Health Month 2026.

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

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6537

Department: City Council

Subject:

Type of Action: Approval/Action

Resolution in honor of Heart Health Month 2026.

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, cardiac arrest is a leading cause of death in the United States, with more than 350,000 out of hospital cardiac arrests occurring each year and survival rates remaining unacceptably low, underscoring the critical need for community awareness, education, and preparedness; and

WHEREAS, nearly seventy percent of out of hospital cardiac arrests occur at home, making bystanders often family members the first and most critical link in the chain of survival, and while immediate cardiopulmonary resuscitation can double or even triple a person's chance of survival, only about forty one percent of cardiac arrest victims receive bystander CPR and fewer than twelve percent receive assistance from an automated external defibrillator before advanced medical care arrives;

WHEREAS, for adults and teens, Hands Only CPR calling 911 and pushing hard and fast in the center of the chest can significantly increase survival rates, while infants and children require CPR with rescue breaths to restore oxygen and circulation; and

WHEREAS, more than 23,000 children experience cardiac arrest outside of hospitals each year, with nearly forty percent related to sports activities and approximately twenty percent occurring among infants, and cardiac arrest accounts for ten to fifteen percent of sudden unexpected infant deaths; and

WHEREAS, studies indicate that women are less likely than men to receive bystander CPR due to fear of causing harm, perceived legal risk, or discomfort with physical contact, barriers that must be addressed through education and community awareness; and

WHEREAS, the American Heart Association has established a goal to double survival rates from out of hospital cardiac arrest by 2030 through its Nation of Lifesavers initiative, and community based solutions including CPR and AED education, expanded public access to defibrillators, and the implementation of Cardiac Emergency Response Plans in schools, workplaces, and public spaces are proven strategies that save lives and enhance public safety;

NOW, THEREFORE, BE IT RESOLVED the City Council and the Mayor of Huntsville, Alabama, do hereby proclaim February 2026 as American Heart Month in the City of Huntsville, encourage residents to learn cardiopulmonary resuscitation and automated external defibrillator use, promote awareness of cardiac arrest and emergency response, and support community based efforts that strengthen public safety and save lives, and that a copy of this proclamation be presented as a lasting commitment to building a community prepared to act in a cardiac emergency.

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:** 2/12/2026 **File ID:** 2026-110

Department: City Council

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

A Resolution Honoring Jazz McKenzie for Her Exceptional Talent and Outstanding Achievements.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: $

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-6567

Department: City Council

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

A Resolution Honoring Jazz McKenzie for Her Exceptional Talent and Outstanding Achievements.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: $

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, the City Council of the City of Huntsville, Alabama, takes great pride in recognizing residents and alumni whose achievements bring distinction and honor to the City of Huntsville and serve as an inspiration to the community; and

WHEREAS, Jazz McKenzie is a dynamic vocalist from Birmingham, Alabama, now based in Huntsville, Alabama, whose artistry reflects exceptional talent, dedication, and cultural impact; and

WHEREAS, Jazz McKenzie is a proud alumna of Alabama A&M University, where she developed her confidence and musical foundation, and where her artistic growth was further shaped through her membership in Sigma Alpha Iota, an international music fraternity for women; and

WHEREAS, Jazz McKenzie began her professional singing career in 2018, debuting at R&B Vibes Live in Huntsville, Alabama, and quickly became known for her soulful tone, emotional storytelling, and commanding stage presence; and

WHEREAS, Jazz McKenzie gained national recognition as a contestant on Season 28 of NBC's The Voice, advancing to the live finale and representing the City of Huntsville, Alabama A&M University, and the State of Alabama on an international stage; and

WHEREAS, Jazz McKenzie earned a rare four-chair turn during the Blind Auditions from coaches Reba McEntire, Niall Horan, Snoop Dogg, and Michael Bublé with her powerful rendition of Tina Turner's *"*What's Love Got to Do with It," and later delivered a standout performance of Journey's *"*Don't Stop Believin*',"* which her coach described as giving him "goosebumps"; and

WHEREAS, Jazz McKenzie's musical journey is rooted in faith, family, and community, and includes performances at Huntsville's Panoply Arts Festival and shared stages with acclaimed artists such as Doug E. Fresh, Chrisette Michele, Leela James, Avery Sunshine, and Kem; and

WHEREAS, Jazz McKenzie remains committed to uplifting and inspiring the next generation of artists through authenticity, musical excellence, and service to her community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Huntsville, Alabama, hereby recognizes and honors Jazz McKenzie for her exceptional musical accomplishments, her historic advancement to the finale of NBC's The Voice, her proud representation of Huntsville and Alabama A&M University, and her continued positive impact on the arts, culture, and future generations.

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:** 2/12/2026 **File ID:** 2026-111

Department: City Council

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

Council decision on Personnel Hearing for Scott Hartman (Huntsville Police Department) held on 02/06/2026.

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:** 2/12/2026 **File ID:** 2026-112

Department: Community Development

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

Resolution to declare a public nuisance located at 3607 Princess St Nw, Huntsville, AL and to set the date for when objections will be heard (February 26, 2026).

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: 3607 Princess St Nw, Huntsville, AL
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This resolution declares a junk public nuisance at 3607 Princess St Nw and sets the date for a public hearing when comments can be made.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6512

Department: Community Development

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

Resolution to declare a public nuisance located at 3607 Princess St Nw, Huntsville, AL and to set the date for when objections will be heard (February 26, 2026).

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: 3607 Princess St Nw, Huntsville, AL
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This resolution declares a junk public nuisance at 3607 Princess St Nw and sets the date for a public hearing when comments can be made.

RESOLUTION NO. 26-

WHEREAS, the Manager of Community Development of the City of Huntsville, Alabama ("Director") has reported in a Report and Affidavit, a copy of which is attached hereto and incorporated herein by reference, that upon and/or in front of the property situated at 3607 Princess St Nw, Huntsville, AL, 35810, there exists certain conditions as those enumerated in Acts 1971 , Reg. Sess., No. 71-1320, p. 2269, §2, which constitutes a public nuisance; and

WHEREAS, the Report and Affidavit of the Manager proves to the satisfaction of the City Council that the conditions that exist upon and/or in front of the referenced property constitute a public nuisance in accordance with Acts 1971, Reg. Sess., No. 71-1320, p. 2269.

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

1. That, in accordance with Acts 1971, Reg. Sess., No. 71-1320, p. 2269, the conditions as described in the Manager's Report and Affidavit existing upon and/or in front of the property at 3607 Princess St Nw, Huntsville, AL, 35810, more particularly described as follows wit: LOT 4 BL 4 PECAN GROVE S/D, are found and hereby declared to be a public nuisance, which must be abated by the removal of said public nuisance.

2. That a meeting of the City Council shall be held at 5:30 pm, on February 26, 2026, in the City Council Chambers in the Municipal Building of the City of Huntsville, Alabama, in order to hear and consider all objections or protests, if any, to the proposed removal of said nuisance.

3. Community Development is hereby appointed to cause to be conspicuously posted in front of the property on which or in front of which the aforesaid nuisance exists, at not more than 100 feet in distance apart, but not less than two in all, notices headed, "Notice to Remove Public Nuisance", such heading to be in words not less than 1 inch in height and substantially in the following form:

NOTICE TO REMOVE PUBLIC NUISANCE

> Notice is hereby given that on the 12th day of February, 2026, the City Council of the City of Huntsville, Alabama, passed a resolution declaring that a public nuisance exists upon or in front of the property at 3607 Princess St Nw, Huntsville, AL, 35810 in said City of Huntsville, Alabama, and more particularly described in said resolution, and that the same constitutes a public nuisance, which must be abated by the removal of said public nuisance, otherwise they will be removed and the nuisance will be abated by the municipal authorities, in which case the cost of such removal shall be assessed upon the lots and lands from which and/or in front of which such public nuisance is removed, and such cost will constitute a lien upon such lots or lands until paid. Reference is hereby made to said resolution for other particulars.

RESOLUTION NO. 26- (Cont'd)

All property owners having any objections to the proposed removal of said public nuisance are hereby notified to attend a meeting of the City Council of the City of Huntsville, Alabama, to be held at 5:30 pm, on 26th day of February, 2026 in the City Council Chambers in the Municipal Building of the City of Huntsville, Alabama, when their objections will be heard and given due consideration.

Dated this the 12th day of February, 2026.

City of Huntsville, Alabama

_____

By: Scott Erwin
Manager, Community Development
of the City of Huntsville, Alabama
Phone: (256) 427-5400

4. That the said notice shall be posted at least five days prior to the time set therein for hearing objections by the City Council of the City of Huntsville, Alabama. In addition, Community Development, is hereby ordered to mail a copy of said notice to the owner(s) of the property at least five days before the meeting at which objections will be heard, such notice to be mailed to the person last assessing the property for taxes according to the records of the Madison County Tax Assessor as well as to the current owner(s) of record according to the Madison County Probate Records if different than the owner(s) last assessed.

ADOPTED this the 12th day of February, 2026.

_____

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

APPROVED this the 12th day of February, 2026.

_____

Mayor
of the City of Huntsville, Alabama

REPORT AND AFFIDAVIT
COMMUNITY DEVELOPMENT DIVISION, CITY OF HUNTSVILLE, ALABAMA

TO: THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA
DATE: January 5, 2026
RE: Public Nuisance

Before me, the undersigned, a notary in and for said County in said State, personally appeared Scott Erwin, who, after being by me duly sworn, deposes and says on oath as follows:

1. My name is Scott Erwin. My business address is 305 Fountain Cir, Third Floor, Huntsville, Alabama 35801. I am over the age of nineteen (19) years and am competent to make this affidavit. I have personal knowledge of the matters set out herein.

2. My current title is Manager of the Community Development Division of the City of Huntsville, Alabama ("City").

3. Upon and/or in front of the following described property within the city limits of Huntsville: 3607 Princess St Nw, Huntsville, AL, 35810 more particularly described as follows to-wit: LOT 4 BL 4 PECAN GROVE S/D

I have found to exist, as of the 5th of January, 2026, a red Chevrolet truck (engine in disrepair; not in road operable condition) filled with items and used as storage, a white Ford truck, filled with items and used as storage, located in driveway, interior couch, interior pillow, interior salon chair, interior chair, interior table, televisions, cardboard box filled with items, interior fan, plastic bag filled with items, plastic containers, window air conditioner unit, propane tank, mail box parts, interior heater, aluminum cans, interior lamps, utility cart, rubber tires, lamp shade, auto battery, bicycle parts, interior rugs, damaged lawnmowers (tire flat), plastic bucket filled with items, luggage, interior stereo, paper shredder, stroller, laundry basket, interior vacuum, television antenna, damaged scooters, metal items, remotes, interior light globe, scrap wood, tools, toolbox, ironing board, air purifier, damaged step railing, door, auto tire, coolers, plastic items, auto mats, shopping cart, golf bag, and other debris located on property and have determined that the stated conditions constitute a public nuisance (see attached hereto and incorporated herein by reference photographs of the subject property taken on 01/05/2026, which fairly and accurately shows how the property appeared on said date).

4. It is my recommendation that a public nuisance be declared to exist upon and/or in front of said property.

Scott Erwin
SCOTT ERWIN

SWORN TO AND SUBSCRIBED BEFORE ME this the 5th day of January, 2026.

Notary Public My commission expires: 02/07/2028

KIMBERLY DANIELLE ERB
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES: 02/07/2028

3607 Princess St Nw



3607 Princess St Nw



3607 Princess St Nw



3607 Princess St Nw



3607 Princess St Nw



3607 Princess St Nw



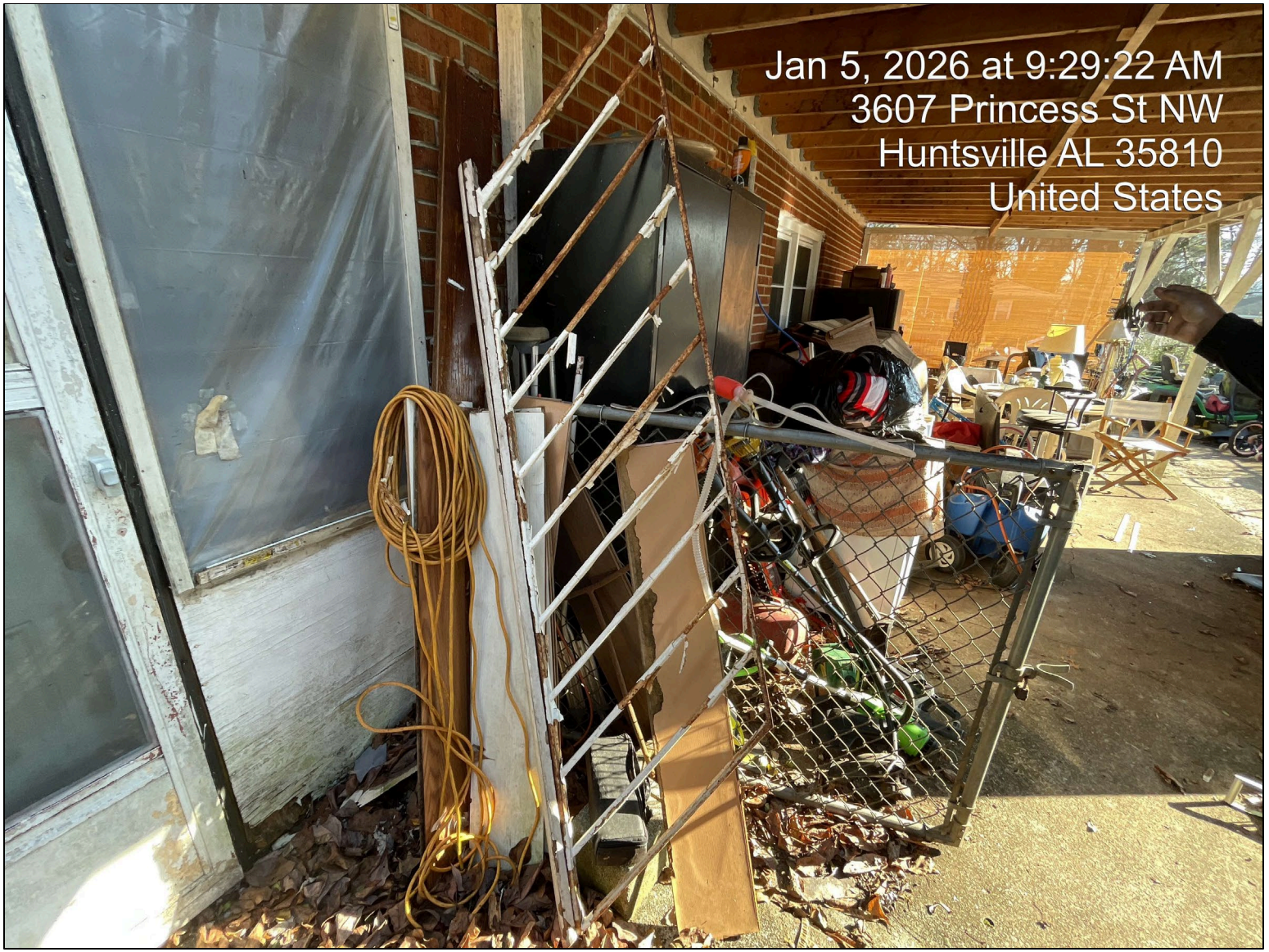
3607 Princess St Nw



3607 Princess St Nw



3607 Princess St Nw



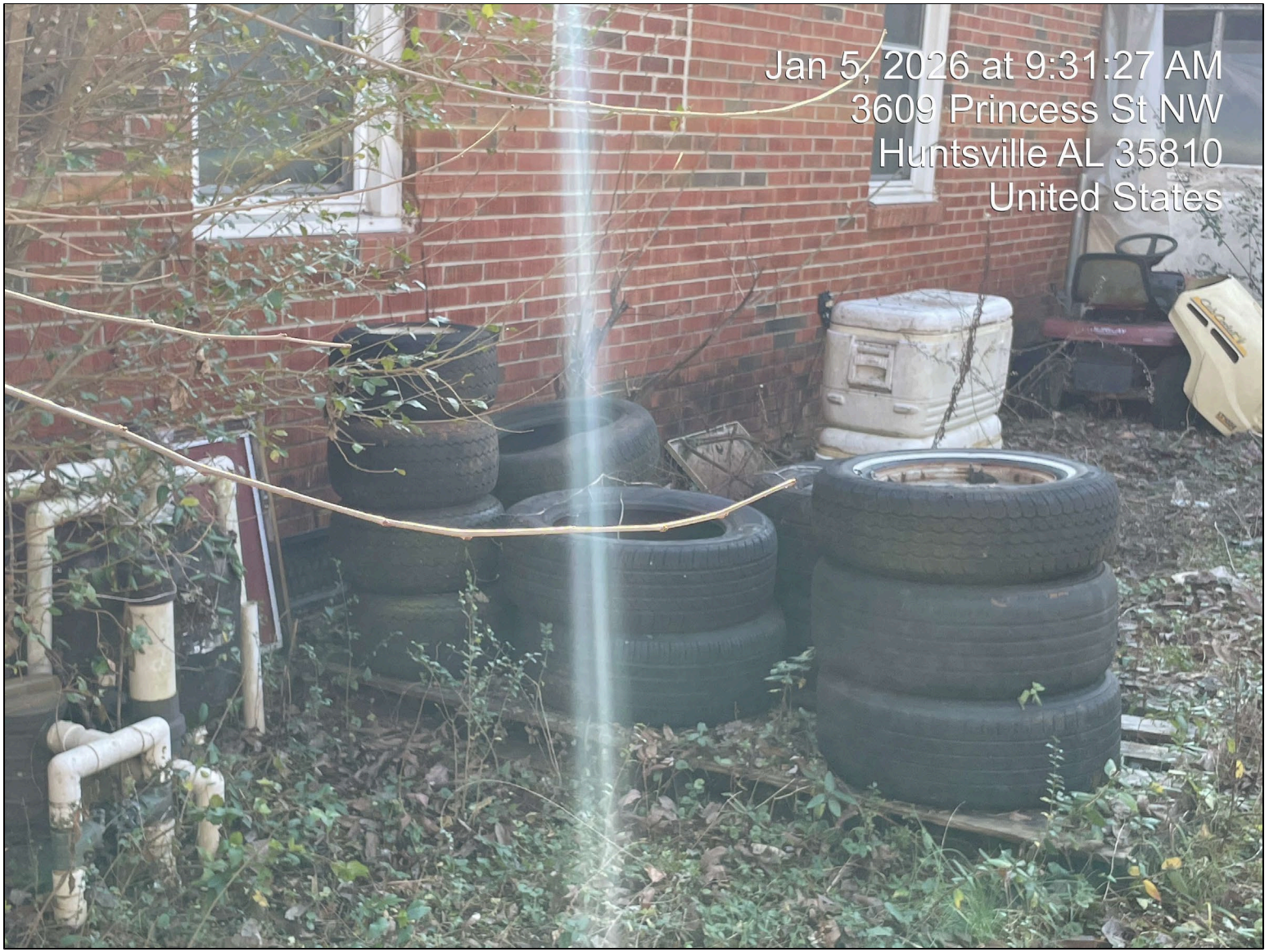
3607 Princess St Nw



3607 Princess St Nw



3607 Princess St Nw



3607 Princess St Nw



3607 Princess St Nw



3607 Princess St Nw



305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-113

Department: Community Development

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

Resolution to declare a public nuisance located at 4906 Clardy Rd NW, Huntsville, AL and to set the date for when objections will be heard (Held February 26, 2026).

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: 4906 Clardy Rd NW, Huntsville, AL
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This resolution declares a junk public nuisance at 4906 Clardy Rd NW and sets the date for a public hearing when comments can be made.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6515

Department: Community Development

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

Resolution to declare a public nuisance located at 4906 Clardy Rd NW, Huntsville, AL and to set the date for when objections will be heard (Held February 26, 2026).

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: 4906 Clardy Rd NW, Huntsville, AL
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This resolution declares a junk public nuisance at 4906 Clardy Rd NW and sets the date for a public hearing when comments can be made.

RESOLUTION NO. 26-

WHEREAS, the Manager of Community Development of the City of Huntsville, Alabama ("Director") has reported in a Report and Affidavit, a copy of which is attached hereto and incorporated herein by reference, that upon and/or in front of the property situated at 4906 CLARDY RD NW, Huntsville, AL, 35810, there exists certain conditions as those enumerated in Acts 1971, Reg. Sess., No. 71-1320, p. 2269, §2, which constitutes a public nuisance; and

WHEREAS, the Report and Affidavit of the Manager proves to the satisfaction of the City Council that the conditions that exist upon and/or in front of the referenced property constitute a public nuisance in accordance with Acts 1971, Reg. Sess., No. 71-1320, p. 2269.

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

1. That, in accordance with Acts 1971, Reg. Sess., No. 71-1320, p. 2269, the conditions as described in the Manager's Report and Affidavit existing upon and/or in front of the property at 4906 CLARDY RD NW, Huntsville, AL, 35810, more particularly described as follows wit: LOT 9 BL 3 HOLLY ACRES S/D , are found and hereby declared to be a public nuisance, which must be abated by the removal of said public nuisance.

2. That a meeting of the City Council shall be held at 5:30 pm, on February 26, 2026, in the City Council Chambers in the Municipal Building of the City of Huntsville, Alabama, in order to hear and consider all objections or protests, if any, to the proposed removal of said nuisance.

3. Community Development is hereby appointed to cause to be conspicuously posted in front of the property on which or in front of which the aforesaid nuisance exists, at not more than 100 feet in distance apart, but not less than two in all, notices headed, "Notice to Remove Public Nuisance", such heading to be in words not less than 1 inch in height and substantially in the following form:

NOTICE TO REMOVE PUBLIC NUISANCE

> Notice is hereby given that on the 12th day of February, 2026, the City Council of the City of Huntsville, Alabama, passed a resolution declaring that a public nuisance exists upon or in front of the property at 4906 CLARDY RD NW, Huntsville, AL, 35810 in said City of Huntsville, Alabama, and more particularly described in said resolution, and that the same constitutes a public nuisance, which must be abated by the removal of said public nuisance, otherwise they will be removed and the nuisance will be abated by the municipal authorities, in which case the cost of such removal shall be assessed upon the lots and lands from which and/or in front of which such public nuisance is removed, and such cost will constitute a lien upon such lots or lands until paid. Reference is hereby made to said resolution for other particulars.

RESOLUTION NO. 26- (Cont'd)

All property owners having any objections to the proposed removal of said public nuisance are hereby notified to attend a meeting of the City Council of the City of Huntsville, Alabama, to be held at 5:30 pm, on 26th day of February, 2026 in the City Council Chambers in the Municipal Building of the City of Huntsville, Alabama, when their objections will be heard and given due consideration.

Dated this the 12th day of February, 2026.

City of Huntsville, Alabama

_____

By: Scott Erwin
Manager, Community Development
of the City of Huntsville, Alabama
Phone: (256) 427-5400

4. That the said notice shall be posted at least five days prior to the time set therein for hearing objections by the City Council of the City of Huntsville, Alabama. In addition, Community Development, is hereby ordered to mail a copy of said notice to the owner(s) of the property at least five days before the meeting at which objections will be heard, such notice to be mailed to the person last assessing the property for taxes according to the records of the Madison County Tax Assessor as well as to the current owner(s) of record according to the Madison County Probate Records if different than the owner(s) last assessed.

ADOPTED this the 12th day of February, 2026.

_____

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

APPROVED this the 12th day of February, 2026.

_____

Mayor
of the City of Huntsville, Alabama

REPORT AND AFFIDAVIT
COMMUNITY DEVELOPMENT DIVISION, CITY OF HUNTSVILLE, ALABAMA

TO: THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA
DATE: January 5, 2026
RE: Public Nuisance

Before me, the undersigned, a notary in and for said County in said State, personally appeared Scott Erwin, who, after being by me duly sworn, deposes and says on oath as follows:

1. My name is Scott Erwin. My business address is 305 Fountain Cir, Third Floor, Huntsville, Alabama 35801. I am over the age of nineteen (19) years and am competent to make this affidavit. I have personal knowledge of the matters set out herein.

2. My current title is Manager of the Community Development Division of the City of Huntsville, Alabama ("City").

3. Upon and/or in front of the following described property within the city limits of Huntsville: 4906 CLARDY RD NW, Huntsville, AL, 35810 more particularly described as follows to-wit: LOT 9 BL 3 HOLLY ACRES S/D

I have found to exist, as of 01/14/2026, a black Buick (engine in disrepair, not in road operable condition) and silver Toyota (engine in disrepair, not in road operable condition), located in rear yard, and a plastic bucket, bags filled with items, styrofoam containers, plastic basket filled with items, tools, auto mats, plastic material, cloth material, paper, auto rims, auto jacks, plastic containers, metal chains, weight bench and pull up bar, sledgehammer, light fixtures, rug, auto tire, auto lights, metal items, auto hubcap, engine parts, fish aquarium, tool box, interior tables, dishes, small appliances, plastic shelving, metal barrel, shoe rack, laundry basket, metal bucket, plastic tarp, dolly and other debris located on property and have determined that the stated conditions constitute a public nuisance (see attached hereto and incorporated herein by reference photographs of the subject property taken on 01/14/2026, which fairly and accurately shows how the property appeared on said date).

4. It is my recommendation that a public nuisance be declared to exist upon and/or in front of said property.

SCOTT ERWIN

SWORN TO AND SUBSCRIBED BEFORE ME this the 14th day of January, 2026.

Notary Public

KIMBERLY DANIELLE ERB
NOTARY PUBLIC
MY COMMISSION EXPIRES
02-07-2028
ALABAMA STATE AT LARGE

My commission expires: 02/07/2028

4906 Clardy Rd Nw



4906 Clardy Rd Nw



4906 Clardy Rd Nw



4906 Clardy Rd Nw



4906 Clardy Rd Nw



4906 Clardy Rd Nw



4906 Clardy Rd Nw



4906 Clardy Rd Nw



4906 Clardy Rd Nw



4906 Clardy Rd Nw



4906 Clardy Rd Nw



4906 Clardy Rd Nw



4906 Clardy Rd Nw



305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-114

Department: Public Transit

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

Resolution to set a Public Hearing for Raj Kumar, d/b/a AAAA Car Service, for the operation of two (2) luxury vehicles. (Set for February 26, 2026, Regular Council Meeting)

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:
Recommended hold hearing date of February 26, 2026

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6547

Department: Public Transit

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

Resolution authorizing the Mayor to set a hearing date for Raj Kumar d/b/a AAAA Car Service for the operation of two (2) luxury vehicles

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:
Recommended hold hearing date of February 26, 2026

RESOLUTION NO. 26-_____

WHEREAS, an application has been made by **Raj Kumar d/b/a AAAA Car Service,** for a certification of public convenience and necessity for the operation of two (2) luxury vehicles in the City of Huntsville, and,

WHEREAS, Ordinance No. 75-243 provides for the publication of a notice that such application has been made and setting a date for a public hearing.

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

1. That the intent of the City Council of the City of Huntsville, Alabama to consider whether a public convenience and necessity justifies the issuance of a luxury vehicle license to **Raj Kumar d/b/a AAAA Car Service** of the operation of two (2) luxury vehicles is hereby declared.

2. That the City Council for the City of Huntsville, Alabama shall meet at 5:30 P.M. on the 26th of February, 2026, at the Council Hall or at such other place announced by the City Council in the City of Huntsville for the purposes of holding a public hearing on the question of whether a public convenience and necessity justifies the issuance of a luxury vehicle license to **Raj Kumar d/b/a AAAA Car Service** for the operation of two (2) luxury vehicles, at which time all parties may appear in person, by agent, or by attorney for the purpose of objections or remonstrations.

3. That this resolution shall be published in the Speakin' Out News, a newspaper of general circulation withing the City of Huntsville, Alabama, and said publication to be not less than seven (7) days prior to the date of this hearing.

ADOPTED this the 12th day of February, 2026

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

APPROVED this the 12th day of Feburary,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:** 2/12/2026 **File ID:** 2026-115

Department: Public Transit

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

Resolution to set a public hearing date for Anthony Fisher d/b/a Southern Comfort Luxury Transportation for the operation of one (1) luxury vehicle. (Set for February 26, 2026, Regular Council Meeting)

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:
Recommended hold hearing date of February 26, 2026

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6531

Department: Public Transit

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

Resolution authorizing the Mayor to set a hearing date for Anthony Fisher d/b/a Southern Comfort Luxury Transportation for the operation of one (1) luxury vehicle.

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:
Recommended hold hearing date of February 26, 2026

RESOLUTION NO. 26-_____

WHEREAS, an application has been made by **Anthony Fisher d/b/a Southern Comfort Luxury Transportation LLC,** for a certification of public convenience and necessity for the operation of one (1) luxury vehicle in the City of Huntsville, and,

WHEREAS, Ordinance No. 75-243 provides for the publication of a notice that such application has been made and setting a date for a public hearing.

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

1. That the intent of the City Council of the City of Huntsville, Alabama to consider whether a public convenience and necessity justifies the issuance of a luxury vehicle license to **Anthony Fisher d/b/a Southern Comfort Luxury Transportation LLC** of the operation of one (1) luxury vehicle is hereby declared.

2. That the City Council for the City of Huntsville, Alabama shall meet at 5:30 P.M. on the 26th of February, 2026, at the Council Hall or at such other place announced by the City Council in the City of Huntsville for the purposes of holding a public hearing on the question of whether a public convenience and necessity justifies the issuance of a luxury vehicle license to **Anthony Fisher d/b/a/ Southern Comfort luxury Transportation LLC** for the operation of one (1) luxury vehicle, at which time all parties may appear in person, by agent, or by attorney for the purpose of objections or remonstrations.

3. That this resolution shall be published in the Speakin' Out News, a newspaper of general circulation withing the City of Huntsville, Alabama, and said publication to be not less than seven (7) days prior to the date of this hearing.

ADOPTED this the 12th day of February, 2026

_____

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

APPROVED this the 12th day of Feburary,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:** 3/26/2026 **File ID:** 2026-116

Department: Planning

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

Resolution to set a public hearing on the zoning of 1.41 acres of land lying on the south of Sutton Rd and west of Woodside Drive to Residence 1-A District; and the introduction of an Ordinance pertaining to the same. (Set March 26, 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: February 25th & March 4th / Ordinance: April 1st

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: 300 Woodside Dr, Owens Cross Roads, AL 35763
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:** 2/12/2026 **File ID:** TMP-6523

Department: Planning

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

Resolution to set a public hearing on the zoning of 1.41 acres of land lying on the south of Sutton Rd and west of Woodside Drive to Residence 1-A District; and the introduction of an Ordinance pertaining to the same. (Set March 26, 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: February 25th & March 4th / Ordinance: April 1st

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: 300 Woodside Dr, Owens Cross Roads, AL 35763
District: District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 26-

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 1.41 acres of land lying on the south of Sutton Rd and west of Woodside Drive to Residence 1-A 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 25th day of February, 2026, and the second publication shall be one week thereafter on the 4th day of March, 2026, 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 26th day of March, 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. 26-_____, which was introduced by the City Council of the City of Huntsville on the 12th day of February, 2026, amending the Zoning Ordinance of the City of Huntsville, Alabama.

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

ORDINANCE NO. 26-

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 the south of Sutton Rd and west of Woodside Drive, 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 Residence 1-A District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Section 26, Township 04 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 26; thence from the Point of Commencement, North 77 Degrees 25 Minutes 19 Seconds East, 2,715.40 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, North 01 Degree 41 Minutes 59 Seconds East, 246.47 feet to a point; thence South 60 Degrees 45 Minutes 03 Seconds East, 248.14 feet to a point; thence North 62 Degrees 40 Minutes 50 Seconds East, 57.18 feet to a point; thence South 01 Degree 41 Minutes 59 Seconds West, 43.12 feet to a point; thence South 62 Degrees 40 Minutes 50 Seconds West, 28.18 feet to a point; thence South 01 Degree 41 Minutes 59 Seconds West, 227.89 feet to a point; thence North 61 Degrees 15 Minutes 34 Seconds West, 275.48 feet back to the Point of Beginning and containing 1.41 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.

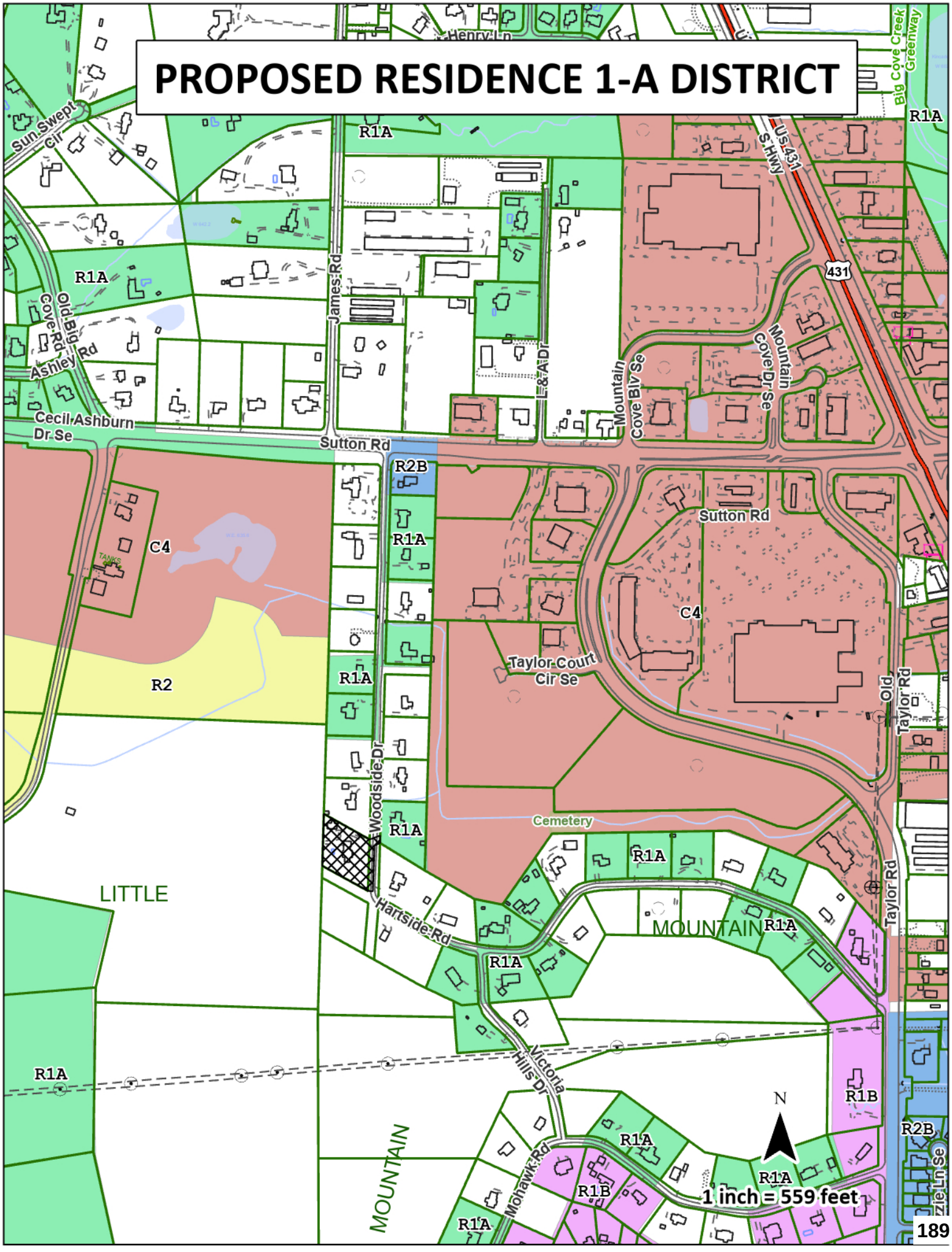
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 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 RESIDENCE 1-A DISTRICT
Sun Swept Cir
Henry Ln
Big Cove Creek Greenway
US 431 S Hwy
431
R1A
James Rd
Old Big Cove Rd
Ashley Rd
L & A Dr
Mountain Cove Blv Se
Mountain Cove Dr Se
Cecil Ashburn Dr Se
Sutton Rd
R2B
C4
R2
Woodside Dr
Taylor Court Cir Se
Old Taylor Rd
Cemetery
LITTLE MOUNTAIN
Hartside Rd
Hills Dr
Victoria
Mohawk Rd
R1B
N
1 inch = 559 feet

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/26/2026 **File ID:** 2026-117

Department: Planning

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

Resolution to set a public hearing on the rezoning of 1.15 acres of land lying on the west of Bell Rd and south of Belle Park Lane from Residence 1-B District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set March 26, 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: February 25th & March 4th / Ordinance: April 1st

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: Martin Rd SW, Huntsville, AL 35824
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:** 2/12/2026 **File ID:** TMP-6524

Department: Planning

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

Resolution to set a public hearing on the rezoning of 1.15 acres of land lying on the west of Bell Rd and south of Belle Park Lane from Residence 1-B District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set March 26, 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: February 25th & March 4th / Ordinance: April 1st

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: Martin Rd SW, Huntsville, AL 35824
District: District 1 ☐ District 2 ☐ District 3 ☒ District 4 ☐ District 5 ☐

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 26-

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 rezoning of certain land lying on the west of Bell Rd and south of Belle Park Lane from Residence 1-B District to Residence 2 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 25th day of February, 2026, and the second publication shall be one week thereafter on the 4th day of March, 2026, 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 26th day of March, 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. 26-____, which is introduced by the City Council of the City of Huntsville on the 12th day of February, 2026, amending the Zoning Ordinance of the City of Huntsville, Alabama.

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

ORDINANCE NO. 26-

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 the west of Bell Rd and south of Belle Park Lane, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 1-B District, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 2 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Section 13, Township 05 South, Range 01 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as commencing at a point located at the Northeast corner of said Section 13; thence from the Point of Commencement, South 63 Degrees 55 Minutes 23 Seconds West 1089.65 feet to a point; said point is further described as the Point of Beginning; thence from the Point of Beginning, South 01 Degree 54 Minutes 57 Seconds West 168.96 feet to a point; thence North 87 Degrees 58 Minutes 08 Seconds West 297.76 feet to a point; thence North 01 Degree 44 Minutes 59 Seconds East 167.81 feet to a point; thence South 88 Degrees 11 Minutes 22 Seconds East 298.25 feet back to the Point of Beginning and containing 1.15 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.

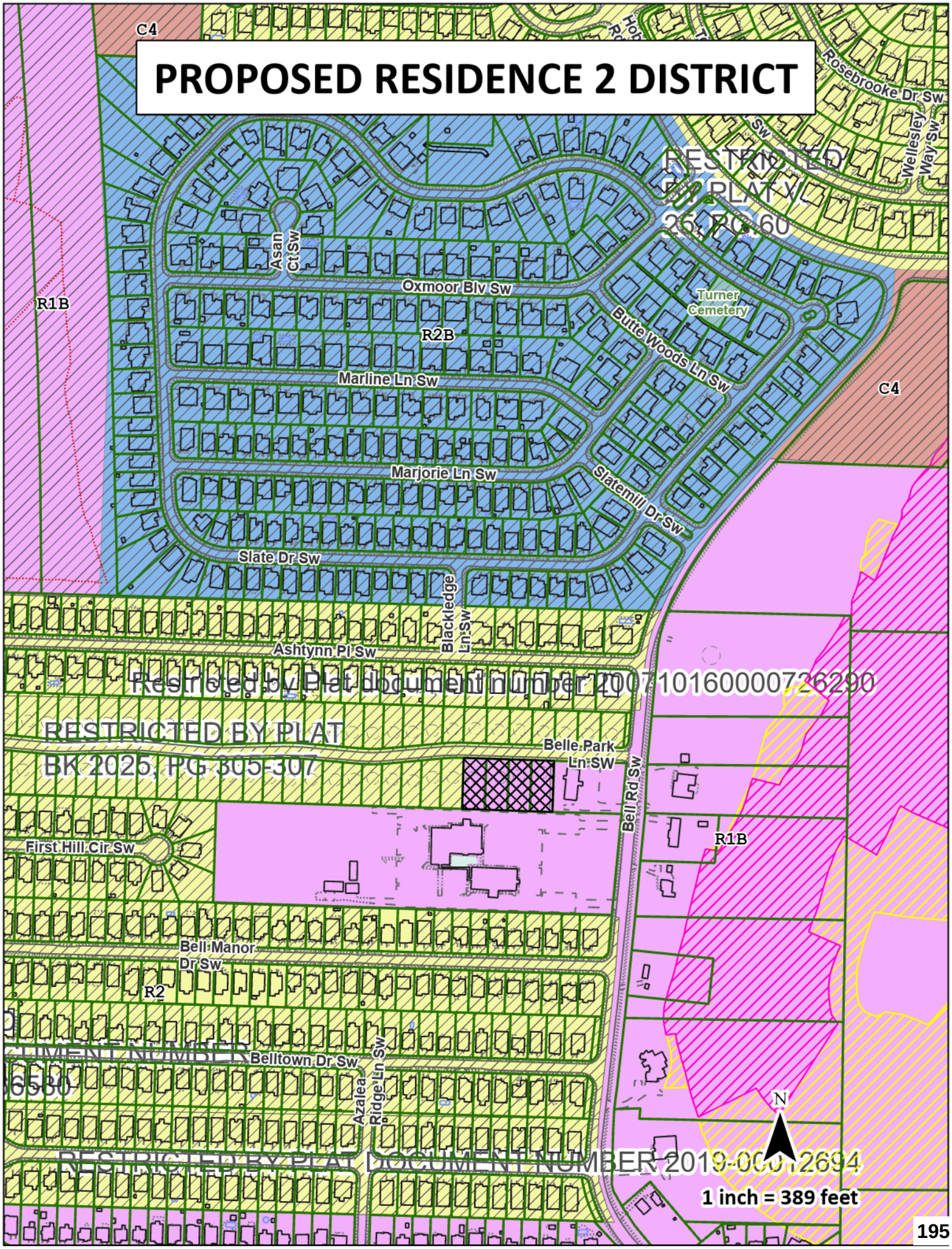
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 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 RESIDENCE 2 DISTRICT
C4
R1B
R2B
R2
C4
R1B
Asan Ct Sw
Oxmoor Blv Sw
Marline Ln Sw
Marjorie Ln Sw
Slate Dr Sw
Turner Cemetery
Butte Woods Ln Sw
Slatemill Dr Sw
Rosebrooke Dr Sw
Wellesley Way Sw
Blackledge Ln Sw
Ashtynn Pl Sw
Belle Park Ln SW
Bell Rd Sw
First Hill Cir Sw
Bell Manor Dr Sw
Belltown Dr Sw
Azalea Ridge Ln Sw
RESTRICTED BY PLAT
BK 2025, PG 305-307
Restricted by Plat document number 20071016000726290
RESTRICTED BY PLAT DOCUMENT NUMBER 2019-000012694
N
1 inch = 389 feet

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-118

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: $ 42,032,402.89

Total Cost: $ 42,032,402.89

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: $ 42,032,402.89

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6500

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: $ 42,032,402.89

Total Cost: $ 42,032,402.89

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: $ 42,032,402.89

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:

$42,032,402.89

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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of
Huntsville, Alabama

_____
Finance Committee Chairman

FROM 01/14/26 through 02/03/26 **CITY COUNCIL MEETING 02/12/26**

FUND ACCO	FUND NAME		AMOUNT
1000	GENERAL FUND	$	11,536,951.35
1005	HEALTH & LIFE BENEFITS	$	580,847.74
1010	GENERAL RESTRICTED DONATIONS	$	8,860.53
2000	PUBLIC TRANSIT	$	571,054.62
2001	PUBLIC TRANSIT STATION GRANT	$	-
2100	COMMUNITY DEV BLOCK GRANT	$	143,868.76
2101	COMMUNITY DEV COVID	$	-
2200	COMMUNITY DEV HOUSING	$	21,066.20
2201	COMMUNITY DEV ARP	$	8,885.79
2300	OTHER GRANTS	$	-
2500	OTHER GRANTS	$	703.78
2501	HUD CNI GRANT	$	-
2600	OPOID SETTLEMENT	$	-
3000	6.5 MILL DEBT PROPERTY TAX	$	5,127,428.04
3010	6.5 MILL SCHOOL PROPERTY TAX	$	-
3020	1990 CAPITAL IMPROVEMENTS	$	1,660,915.89
3030	1990 SCHOOL SUPPORT	$	3,242,581.91
3040	LODGING & LIQUOR TAXES	$	1,624,161.58
3050	1% LODGING TAX 2003	$	600.00
3060	1% LODGING TAX 2013	$	107,000.00
3080	2014 CAPITAL IMPROVEMENTS	$	4,493,873.05
3207	TIF 7	$	93,971.62
3300	4 & 5 CENT STATE GASOLINE TAX	$	-
3310	7 CENT STATE GASOLINE TAX	$	384,238.68
3430	STAC SEIZURE-CIR COURT	$	357.68
3700	CUMMINGS RESEARCH PARK	$	2,707.50
3900	EMERGENCY MANAGEMENT AGENCY	$	32,332.25
3910	ALABAMA CONSTITUTION VILLAGE	$	76,498.64
3930	BURRITT MEMORIAL COMMITTEE	$	60,986.18
4017	2023 FUTURE PROJECT BORROW	$	3,024,006.38
4018	2023B APOLLO BORROW	$	-
4019	2023D SCHOOL BORROW	$	-

FUND ACC	FUND NAME		AMOUNT
4020	VBC BORROW	$	-
4021	2025 FUTURE PROJECTS BORROW	$	2,503,810.63
4022	VBC CASH FUNDED CAPITAL PROJECTS	$	91.56
5000	DEBT SERVICE	$	-
6000	WATER POLLUTION CONTROL	$	1,741,733.82
6010	WPC CMOM RESERVE	$	151,911.10
6020	WPC R&R RESERVE	$	211,938.92
6030	WPC ECONOMIC DEVELOPMENT	$	158,751.11
6040	WPC 2005 ECONOMIC DEVELOPMENT	$	20,857.00
6050	2023C WPC SEWER BORROW	$	-
6051	DUE TO FROM POOLED CASH	$	1,653,472.50
6200	SANITATION	$	504,872.92
6500	PBA - AMPHITHEATER	$	2,083,248.08
7000	POST-RETIREMENT BENEFITS TRUST	$	197,817.08
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	$	-
	TOTAL	**$**	**42,032,402.89**

Vendor Expense Report

01/14/2026 through 02/03/2026

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Check Date	Amount
1000	535 GROUP LLC	1000-19-00000-515370-00000000-	2026-02	POP: 02/01/26-02/28/26-CONSULTING SVS RES 25-966	110121	2/3/2026	9,000.00
		Total Paid by Vendor					**9,000.00**
	A HARBIN INC.	1000-52-52300-515340-00000000-	176552	SUPPLIES FOR LANDSCAPE MANAGEMENT (BLANKET Q2)	90009778	1/27/2026	73.98
		Total Paid by Vendor					**73.98**
	A PLUS GLASS COMPANY, LLC	1000-42-42100-515340-00000000-	26324	POP: 11/10/25 - WINDSHEILD REPAIR	110122	2/3/2026	50.00
		1000-42-42100-515340-00000000-	26397	POP: 12/02/25 -WINDSHEILD REPAIR	110122	2/3/2026	40.00
		Total Paid by Vendor					**90.00**
	ACUITY SPECIALTY PRODUCTS, INC.	1000-42-42200-515130-00000000-	9012188110	HAND SOAPS FOR STATIONS, J. FAIN	109867	1/20/2026	440.28
		Total Paid by Vendor					**440.28**
	ADOLPH KIEFER & ASSOCIATES LLC	1000-30-30100-515670-00000000-	INV001570896	SWIMSUITS AND LIFEGUARD GEAR FOR AQUATICS Q2	110043	1/27/2026	110.54
		1000-30-30100-515670-00000000-	INV001570754	SWIMSUITS AND LIFEGUARD GEAR FOR AQUATICS Q2	110043	1/27/2026	73.54
		1000-30-30100-515670-00000000-	INV001570764	SWIMSUITS AND LIFEGUARD GEAR FOR AQUATICS Q2	110043	1/27/2026	110.54
		1000-30-30100-515670-00000000-	INV001570898	SWIMSUITS AND LIFEGUARD GEAR FOR AQUATICS Q2	110043	1/27/2026	123.46
		1000-30-30100-515670-00000000-	INV001571282	SWIMSUITS AND LIFEGUARD GEAR FOR AQUATICS Q2	110043	1/27/2026	123.46
		1000-30-30100-515670-00000000-	INV001571054	SWIMSUITS AND LIFEGUARD GEAR FOR AQUATICS Q2	110043	1/27/2026	95.54
		Total Paid by Vendor					**637.08**
	AFLAC	1000-00-00000-210290-00000000-	U1199/567706	DECEMBER 2025 CANCER & OFF-THE-JOB ACCIDENT PREM	90009697	1/20/2026	1,835.16
		1000-00-00000-210300-00000000-	U1199/567706	DECEMBER 2025 CANCER & OFF-THE-JOB ACCIDENT PREM	90009697	1/20/2026	1,392.70
		Total Paid by Vendor					**3,227.86**
	AHEAD, INC	1000-00-00000-140200-00000000-	INV000038308	POP:02/01/26-01/31/27 SOLE S SECURELINK ENTERPRISE	109994	1/27/2026	45,066.60
		Total Paid by Vendor					**45,066.60**
	ALABAMA ASSOCIATION OF CHIEFS OF POLICE	1000-41-41100-515790-00000000-	3953	T CLARDY WINTER AACOP CONF 2/16/26-2/18/26	109998	1/27/2026	200.00
		1000-41-41100-515340-00000000-	21990	MEMBERSHIP DUE 2026, AACOP DUES - T. CLARDY	109997	1/27/2026	100.00
		Total Paid by Vendor					**300.00**
	ALABAMA ASSOCIATION OF PUBLIC	1000-16-16100-515370-00000000-	MEMBERSHIP DUES 2026	POP:01/01/26-12/31/26- MEMBERSHIP DUES FOR HR	109996	1/27/2026	595.00
		Total Paid by Vendor					**595.00**
	ALABAMA BIG TEN MAYORS ASSOCIATION	1000-18-00000-515372-00000000-	FY2026 SSUT FUND	PAYMENT FOR CONSULTING & COMM SERVICES	110125	2/3/2026	55,646.54
		Total Paid by Vendor					**55,646.54**
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	433923	Payroll Run 1 - Warrant 260118	109978	1/22/2026	22,999.94
		Total Paid by Vendor					**22,999.94**
	ALABAMA DEPARTMENT OF REVENUE	1000-00-00000-210180-00000000-	433925	Payroll Run 1 - Warrant 260118	109979	1/22/2026	116.65
		1000-14-14100-515700-00000000-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	24,323.50
		1000-53-00000-515700-PK1065XX-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	40.01
		1000-53-53200-515700-PK1020XX-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	268.12
		1000-53-53200-515700-PK1030XX-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	1.15
		1000-53-53200-515700-PK1040XX-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	144.90
		1000-53-53200-515700-PK1051XX-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	70.03
		1000-53-53200-515700-PK1055XX-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	5.48
		1000-53-53200-515700-PK1060XX-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	146.73
		1000-53-53200-515700-PK1064XX-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	4.44
		1000-53-53200-515700-PK1066XX-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	16.89
		1000-70-70200-515700-00000000-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	3.51
		Total Paid by Vendor					**25,141.41**
	ALABAMA FLAG & BANNER	1000-42-42200-515130-00000000-	344600	STATION FLAGS	90009838	2/3/2026	1,551.00
		1000-14-14300-513010-00000000-	344567	2026 Q2 BLANKET - FLAGGS/HARDWARE ETC	90009838	2/3/2026	329.75
		1000-14-14300-513010-00000000-	344617	2026 Q2 BLANKET - FLAGGS/HARDWARE ETC	90009838	2/3/2026	179.25
		1000-14-14300-513010-00000000-	344590	2026 Q2 BLANKET - FLAGGS/HARDWARE ETC	90009838	2/3/2026	169.50
		Total Paid by Vendor					**2,229.50**
	ALABAMA INSTITUTE OF DEAF AND BLIND	1000-55-55100-515340-00000000-	IVC-336509	T-SHIRT RAGS FOR STOCK	109869	1/20/2026	247.26
		Total Paid by Vendor					**247.26**
	ALABAMA LAW ENFORCEMENT AGENCY	1000-43-00000-515370-00000000-	ALEA26000360	POP:10/01/25-12/31/25 - AL.LAW ENFORCEMENT AGENCY	109871	1/20/2026	1,990.00
		1000-18-00000-515340-00000000-	ALEA26000710	POP:10/01/25-12/31/25-LETS ACCESS FEE/WORKSTATIONS	109871	1/20/2026	465.00
		Total Paid by Vendor					**2,455.00**
	ALABAMA LINE LOCATION CENTER INC.	1000-75-75100-515370-00000000-	1225054	POP:11/30/25-12/31/25-LINE LOCATION SVCS S SOURCE	110126	2/3/2026	2,980.65
		Total Paid by Vendor					**2,980.65**
	ALEX BANKS JR	1000-74-74400-515020-00000000-	193	POP:11/23/25-02/7/26 MAP AWARD - RES 25-146	110127	2/3/2026	250.00

	Total Paid by Vendor					**250.00**
ALEXANDER TOMAS AND ASSOCIATES, INC	1000-00-00000-140200-00000000-	COFH-2026	POP: 03/01/26-02/28/27 UTILITYTRX SW SUBSCRIPTION	90009839	2/3/2026	15,950.00
	Total Paid by Vendor					**15,950.00**
ALL SHARPE INC	1000-15-15100-513030-00000000-	51587	COM TX 011226/51587	109872	1/20/2026	25.00
	1000-15-15100-513030-00000000-	51588	COM TX 011226/51588	109872	1/20/2026	60.00
	1000-15-15100-513030-00000000-	51589	COM TX 011226/51589	109872	1/20/2026	60.00
	1000-15-15100-513030-00000000-	51590	COM TX 011226/51590	109872	1/20/2026	50.00
	1000-15-15100-513030-00000000-	51591	COM TX 011226/51591	109872	1/20/2026	120.00
	1000-15-15100-513030-00000000-	51592	COM TX 011226/51592	109872	1/20/2026	20.00
	1000-15-15100-513030-00000000-	51593	COM TX 011226/51593	109872	1/20/2026	20.00
	1000-15-15100-513030-00000000-	51594A	COM TX 011226/51594A	109872	1/20/2026	50.00
	1000-15-15100-513030-00000000-	51594A	COM TX 011226/51594A	109872	1/20/2026	20.00
	1000-15-15100-513030-00000000-	51595	COM TX 011226/51595	109872	1/20/2026	160.00
	1000-15-15100-513030-00000000-	51597	COM TX 011226/51597	109872	1/20/2026	25.00
	1000-15-15100-513030-00000000-	51597	COM TX 011226/51597	109872	1/20/2026	60.00
	1000-15-15100-513030-00000000-	51598A	COM TX 011226/51598A	109872	1/20/2026	60.00
	1000-15-15100-513030-00000000-	51598A	COM TX 011226/51598A	109872	1/20/2026	25.00
	1000-15-15100-513030-00000000-	51599	COM TX 011226/51599	109872	1/20/2026	100.00
	1000-15-15100-513030-00000000-	51600	COM TX 011226/51600	109872	1/20/2026	100.00
	1000-15-15100-513030-00000000-	51608	COM TX 011226/51608	109872	1/20/2026	60.00
	1000-15-15100-513030-00000000-	51609	COM TX 011226/51609	109872	1/20/2026	20.00
	1000-15-15100-513030-00000000-	51610A	COM TX 011226/51610A	109872	1/20/2026	25.00
	1000-15-15100-513030-00000000-	51612	COM TX 011226/51612	109872	1/20/2026	140.00
	1000-15-15100-513030-00000000-	51612	COM TX 011226/51612	109872	1/20/2026	25.00
	1000-15-15100-513030-00000000-	51613	COM TX 011226/51613	109872	1/20/2026	120.00
	1000-15-15100-513030-00000000-	51614A	COM TX 011226/51614A	109872	1/20/2026	20.00
	1000-15-15100-513030-00000000-	51616	COM TX 011226/51616	109872	1/20/2026	140.00
	1000-15-15100-513030-00000000-	51616	COM TX 011226/51616	109872	1/20/2026	25.00
	1000-15-15100-513030-00000000-	51619	COM TX 011226/51619	109872	1/20/2026	40.00
	1000-15-15100-513030-00000000-	51620	COM TX 011226/51620	109872	1/20/2026	40.00
	1000-15-15100-513030-00000000-	51622A	COM TX 011226/51622A	109872	1/20/2026	300.00
	1000-15-15100-513030-00000000-	51623	COM TX 011226/51623	109872	1/20/2026	120.00
	1000-15-15100-513030-00000000-	51627	COM TX 020226/51627	110128	2/3/2026	300.00
	1000-15-15100-513030-00000000-	51628	COM TX 020226/51628	110128	2/3/2026	300.00
	1000-15-15100-513030-00000000-	51629	COM TX 020226/51629	110128	2/3/2026	300.00
	1000-15-15100-513030-00000000-	51630A	COM TX 020226/51630A	110128	2/3/2026	300.00
	1000-15-15100-513030-00000000-	51631	COM TX 020226/51631	110128	2/3/2026	300.00
	1000-15-15100-513030-00000000-	51632	COM TX 020226/51632	110128	2/3/2026	300.00
	1000-15-15100-513030-00000000-	51633	COM TX 020226/51633	110128	2/3/2026	300.00
	1000-15-15100-513030-00000000-	51634	COM TX 020226/51634	110128	2/3/2026	300.00
	Total Paid by Vendor					**4,430.00**
ALLGAS INC	1000-55-55400-514010-00000000-	4852873	POP: 01/08/26 - FY26 Q2-PWS PROPANE	109873	1/20/2026	73.18
	1000-55-55400-514010-00000000-	4853280	POP: 01/08/26 -FY26 Q2-PWS PROPANE	109873	1/20/2026	81.27
	1000-55-55400-514010-00000000-	4878180	POP: 01/15/26 - FY26 Q2-PWS PROPANE	109999	1/27/2026	60.88
	1000-55-55400-514010-00000000-	4893621	POP: 01/21/26 - FY26 Q2-PWS PROPANE BLANKET	109999	1/27/2026	65.98
	1000-55-55400-514010-00000000-	4893780	POP: 01/21/26 - FY26 Q2-PWS PROPANE BLANKET	109999	1/27/2026	90.27
	Total Paid by Vendor					**371.58**
ALLIED PHOTOCOPY INC	1000-19-00000-515400-00000000-	1219331	POP: 01/01/26-01/31/26-POSTAGE PACKETS ANIMAL SVC	110129	2/3/2026	136.68
	Total Paid by Vendor					**136.68**
ALLSTATE BENEFITS	1000-00-00000-210290-00000000-	M0116446007 1/18/26	PPE 1/18/26 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	110001	1/27/2026	12,720.10
	1000-00-00000-210300-00000000-	M0116446007 1/18/26	PPE 1/18/26 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	110001	1/27/2026	9,541.36
	Total Paid by Vendor					**22,261.46**
AMAZON CAPITAL SERVICES INC	1000-30-30400-515340-00000000-	1T4C-YJY9-GM6N	EQUIPMENT FOR LIGHT UP THE NIGHT	90009769	1/27/2026	1,983.95
	1000-30-30400-515340-00000000-	1XYX-W9TN-MML3	LIGHTING SUPPLIES-BIG SPRING JINGLE ON 12-19-25	90009769	1/27/2026	1,016.78
	1000-30-30200-515340-00000000-	1YQF-FRWQ-3KJV	NEEDED FOR BASKETBALL/VOLLEYBALL PROGRAMS-WEST HS	90009769	1/27/2026	213.90
	1000-53-53400-515340-00000000-	1KDR-QR6T-73R1	SUPPLIES FOR ENFORCEMENT OFFICE	90009699	1/20/2026	23.17
	1000-41-41305-515340-00000000-	1RQ3-CMM4-6FKR	ACADEMY SUPPLIES	90009699	1/20/2026	25.16
	1000-16-16100-515340-00000000-	1P6Q-KMKL-6DHT	HR OFFICE SUPPLIES	90009699	1/20/2026	19.51
	1000-55-55100-515340-00000000-	1P6Q-KMKL-PNY9	MISC SUPPLIES FOR MAINT	90009699	1/20/2026	1,049.16
	1000-74-74100-515340-00000000-	14CF-P76K-4YKN	SUPPLIES	90009699	1/20/2026	63.47
	1000-16-16100-515340-00000000-	1YW4-GPGP-D6VX	HR OFFICE SUPPLIES	90009699	1/20/2026	60.78

	1000-17-17100-515340-00000000-	1YFT-PKFF-QMVY	CABLES AND HEADPHONES	90009699	1/20/2026	170.56
	1000-41-41110-515340-00000000-	136F-9MY7-PYPL	NAMACC FILE CABINET	90009699	1/20/2026	59.49
	1000-41-41250-515340-00000000-	14K6-1JYR-97W9	HONOR GUARD FLAGS	90009699	1/20/2026	361.69
	1000-41-41100-515340-00000000-	1G1Q-XKNQ-CLWQ	ADMIN SUPPLIES	90009699	1/20/2026	68.90
	1000-41-41100-515340-00000000-	1GRJ-VCM4-QXH7	MEDAL BOXES FOR SUPPLY	90009699	1/20/2026	185.90
	1000-72-00000-515340-00000000-	1Y44-R3FW-W9MJ	OFFICE SUPPLIES	90009699	1/20/2026	393.52
	1000-41-41101-515340-00000000-	1HMC-RGJV-C71T	IA SUPPLIES	90009769	1/27/2026	71.02
	1000-18-00000-515340-00000000-	1LN7-RQJR-KCPH	OFFICE SUPPLIES	90009769	1/27/2026	119.74
	1000-41-41305-515340-00000000-	1H6Q-4VXY-L7GR	FIRING RANGE SUPPLIES	90009769	1/27/2026	247.73
	1000-53-53100-515340-00000000-	1GVJ-4PTJ-J1KM	SUPPLIES FOR ADMIN AND MAINT	90009769	1/27/2026	179.79
	1000-53-53200-515340-00000000-	1GVJ-4PTJ-J1KM	SUPPLIES FOR ADMIN AND MAINT	90009769	1/27/2026	414.96
	1000-14-14300-515340-00000000-	1KWT-QQ3K-NYKW	BINDERS	90009769	1/27/2026	29.86
	1000-41-41250-515340-00000000-	1PP1-7DPC-13YQ	BOMB SUPPLIES	90009769	1/27/2026	365.00
	1000-14-14300-515340-00000000-	1334-GKYG-QF67	BATTERIES FOR UPS SYSTEMS	90009769	1/27/2026	73.98
	1000-42-42100-515050-00000000-	1NVW-F9CK-P1GT	AMAZON ORDER	90009769	1/27/2026	202.44
	1000-42-42100-515340-00000000-	1NVW-F9CK-P1GT	AMAZON ORDER	90009769	1/27/2026	868.83
	1000-52-52100-515340-00000000-	11JL-4RWD-7F3T	BACK UP CAMERA FOR DUMP TRUCK - ADMIN	90009769	1/27/2026	107.99
	1000-52-52400-515340-00000000-	1H37-G9L3-QHN3	CABLE/CHAIN COVERS - HAYS	90009769	1/27/2026	69.95
	1000-42-42100-515340-00000000-	1HQF-YL1W-C64N	AMAZON ORDER	90009769	1/27/2026	49.99
	1000-17-17300-520200-00000000-	1LL7-LRQN-L3J6	SAS HDD READERS FOR IT NETWORK OPERATIONS GROUP	90009769	1/27/2026	243.98
	1000-30-30200-515340-00000000-	1P6N-6YTR-73MD	ITEMS FOR AFTER SCHOOL PROGRAM AT THE SHOWERS RC	90009769	1/27/2026	73.11
	1000-53-53200-520500-00000000-	1P6N-6YTR-3VVC	TRAFFIC WANDS FOR EVENTS	90009769	1/27/2026	143.18
	1000-30-30200-515340-00000000-	16KH-RHFN-719H	WINTER PROGRAMMING EXERCISE SUPPLIES-SHOWERS RC	90009769	1/27/2026	167.64
	1000-30-30200-515340-00000000-	1J6J-XMR3-HQYD	CREDIT MEMO FOR INVOICE 1XHD-D36G-T73V	90009769	1/27/2026	-13.68
	1000-18-00000-515340-00000000-	1CNX-FMMR-7TVK	OFFICE SUPPLIES	90009769	1/27/2026	41.23
	1000-41-41110-515340-00000000-	17WW-XR3N-YFP7	NAMACC SUPPLIES	90009769	1/27/2026	207.09
	1000-12-12100-515340-00000000-	1MLP-X4J4-36YK	OFFICE SUPPLIES FOR CITY CLERK	90009769	1/27/2026	200.59
	1000-00-00000-140110-00000000-	13C4-GLGL-VM77	OFFICE SUPPLIES/305 FOUNTAIN CIRCLE SW	90009769	1/27/2026	42.39
	1000-52-52100-515340-00000000-	137N-GMKL-VDDK	BACK UP CAMERA FOR DUMP TRUCK - ADMIN	90009769	1/27/2026	79.99
	1000-41-41303-515340-00000000-	1X9T-336T-HTX9	ID SUPPLIES	90009769	1/27/2026	54.99
	1000-41-41204-515340-00000000-	199V-YQ64-JQ9K	CRIME SCENE SUPPLIES	90009769	1/27/2026	17.80
	1000-30-30200-515340-00000000-	1Q11-14M7-CQC6	AFTER SCHOOL PROGRAM ITEMS FOR THE SHOWERS RC	90009769	1/27/2026	308.45
	1000-50-00000-515340-00000000-	1Y77-M41T-73LY	JANITORIAL ITEMS	90009769	1/27/2026	184.56
	1000-42-42100-515340-00000000-	199V-YQ64-VH3F	RESTOCK FEE FROM AMAZON	90009840	2/3/2026	62.40
	1000-42-42100-515340-00000000-	199V-YQ64-VH3F	CREDIT MEMO FOR INVOICE 1NFC-F136-JFGM	90009840	2/3/2026	-156.30
	1000-42-42100-515340-00000000-	1DHC-HN9G-YWQ4	CREDIT MEMO FOR INVOICE 1NFC-F136-JFGM	90009840	2/3/2026	-0.01
	1000-14-14300-515340-00000000-	1M1C-H4VM-VL1Q	BATTERIES FOR UPS SYSTEMS	90009840	2/3/2026	43.99
	1000-55-55100-515340-00000000-	1XDD-4HH7-TV17	MISC SUPPLIES FOR MAINT	90009840	2/3/2026	94.98
	1000-55-55100-515340-00000000-	1G9L-JWYN-KMHV	MISC SUPPLIES FOR MAINT	90009840	2/3/2026	1,297.61
	1000-43-00000-515340-00000000-	13FN-R617-XYTG	SUPPLIES FOR MUNICIPAL COURT	90009840	2/3/2026	49.99
	1000-43-00000-515340-00000000-	1HT1-D1CH-3Q7F	SUPPLIES FOR MUNICIPAL COURT	90009840	2/3/2026	379.99
	1000-17-17100-515340-00000000-	19PN-3L6H-1HMW	LARGE STORAGE BAG FOR ITS EQUIPMENT	90009840	2/3/2026	28.99
	1000-50-00000-515340-00000000-	1QX7-CLQ7-FKYJ	JANITORIAL ITEMS	90009840	2/3/2026	75.60
	1000-42-42100-515340-00000000-	1MGK-VQ6H-TYJM	FIRE FIGHTER QUARTER SUPPLIES	90009840	2/3/2026	234.15
	1000-42-42200-515130-00000000-	1MGK-VQ6H-TYJM	FIRE FIGHTER QUARTER SUPPLIES	90009840	2/3/2026	270.72
	1000-51-00000-515340-00000000-	1CDX-K1J1-CVRH	OFFICE SUPPLIES FOR CEMETERY-SOAP, SANITIZER	90009840	2/3/2026	52.64
	1000-41-41303-515340-00000000-	11NN-TLH9-JP7Y	RECORDS SUPPLIES	90009840	2/3/2026	62.99
	1000-41-41303-515340-00000000-	19M7-VGYL-9HJ4	RECORDS SUPPLIES	90009840	2/3/2026	28.37
	1000-41-41305-515340-00000000-	11JV-HHVJ-9TNF	FIRING RANGE SUPPLIES	90009840	2/3/2026	183.23
	1000-41-41305-515340-00000000-	1WVH-RJ67-J6JN	FIRING RANGE SUPPLIES	90009840	2/3/2026	347.18
	1000-15-15100-515340-00000000-	1WC9-LWWL-FXDX	SUPPLIES FOR OFFICE	90009840	2/3/2026	55.36
	1000-41-41100-515340-00000000-	13M3-9H4R-94LF	ADMIN SUPPLIES	90009840	2/3/2026	15.01
	1000-41-41100-515340-00000000-	1P7T-H46C-XPJF	BATTERIES FOR STOCK	90009840	2/3/2026	106.48
	1000-14-14300-515340-00000000-	1RXG-7FVG-41CM	BATTERIES AND TAGS	90009840	2/3/2026	157.25
	1000-43-00000-515340-00000000-	1LYR-HLKQ-M99T	SUPPLIES FOR MUNICIPAL COURT	90009840	2/3/2026	298.58
	1000-52-52100-515340-00000000-	1YMV-NVLV-3X7M	CREDIT MEMO FOR INVOICE 11JL-4RWD-7F3T	90009840	2/3/2026	-107.99
	Total Paid by Vendor					**13,829.75**
AMERICAN WELDING & GAS INC	1000-75-75200-515340-00000000-	0011357961	POP: 12/01/25-12/31/25-WEDLING GAS TANK RENTAL Q2	110130	2/3/2026	29.25
	Total Paid by Vendor					**29.25**
ANDERS POOL CO INC	1000-30-30600-515340-00000000-	81194	FY 25 BLANKET POOL BID ITEMS HAC	90009700	1/20/2026	3,441.00
	1000-30-30600-515340-00000000-	84117	2ND QUARTER BLANKET FOR NON-BID ITEMS POOL	90009770	1/27/2026	257.98

	1000-30-30600-515340-00000000-	84115	2ND QUARTER BLANKET FOR ANDERS BID ITEMS	90009770	1/27/2026	5,292.00
	1000-14-14300-513010-00000000-	84168	2026 Q2 BLANKET - POOL CHEMICALS/MISC	90009841	2/3/2026	13.99
	1000-30-30600-515340-00000000-	84176	2ND QUARTER BLANKET FOR POOL CHEMICALS ON BID	90009841	2/3/2026	1,134.00
	Total Paid by Vendor					**10,138.97**
ANIMAL CARE CLINIC & HOSPITAL	1000-50-00000-515163-00000000-	750351	POP: 12/30/25 - LISP & RABIES VOUCHERS	109877	1/20/2026	95.00
	1000-50-00000-515370-00000000-	749818	POP: 12/24/25 - LISP & RABIES VOUCHERS	110131	2/3/2026	10.00
	1000-50-00000-515163-00000000-	749817	POP: 12/24/25 - LISP & RABIES VOUCHERS	110131	2/3/2026	110.00
	1000-50-00000-515163-00000000-	750350	POP: 12/01/25 - LISP & RABIES VOUCHERS	110131	2/3/2026	110.00
	Total Paid by Vendor					**325.00**
ASPLUNDH TREE EXPERT LLC	1000-52-52100-515370-00000000-	88U22925	POP: 12/14/25-12/20/25 - TREE TRIMMING SVC LM	109880	1/20/2026	6,789.77
	1000-52-52100-515370-00000000-	87W61525	POP:11/30/25-12/06/25-TREE TRIMMING SVC LM	109880	1/20/2026	5,908.70
	1000-52-52100-515370-00000000-	87W61725	POP: 11/30/25-12/06/25 -TREE TRIMMING SVC LM	109880	1/20/2026	5,766.86
	1000-52-52100-515370-00000000-	87Z54625	POP: 12/07/25-12/13/25-TREE TRIMMING SVC LM	109880	1/20/2026	4,720.20
	1000-52-52100-515370-00000000-	87W61625	POP: 11/30/25-12/06/25 - TREE TRIMMING SVC LM	109880	1/20/2026	3,822.90
	1000-52-52100-515370-00000000-	89L94625	POP: 12/21/25-12/27/25- TREE TRIMMING SVC LM	109880	1/20/2026	4,310.68
	1000-52-52100-515370-00000000-	89L94725	POP: 12/21/25-12/27/25-TREE TRIMMING SVC LM	109880	1/20/2026	4,431.60
	1000-52-52100-515370-00000000-	87Z54425	POP: 12/07/25-12/13/25-TREE TRIMMING SVC LM	109880	1/20/2026	3,568.04
	1000-52-52100-515370-00000000-	88U23025	POP: 12/14/25-12/20/25-TREE TRIMMING SVC LM	109880	1/20/2026	6,736.40
	1000-52-52100-515370-00000000-	89L94825	pop: 12/21/25-12/27/25- TREE TRIMMING	109880	1/20/2026	5,199.90
	1000-52-52100-515370-00000000-	88U23125	POP: 12/14/25-12/20/26-TREE TRIMMING SVC LM	109880	1/20/2026	6,557.90
	1000-52-52100-515370-00000000-	87Z54525	POP: 12/07/25-12/13/25 - TREE TRIMMING SVC LM	109880	1/20/2026	6,718.91
	Total Paid by Vendor					**64,531.86**
ATHENS UTILITIES	1000-14-14100-515700-00000000-	106-26855-01-0126	POP: 12/18/25-01/20/26- FIRESTATION 18 UTILITIES	90009844	2/3/2026	1,756.64
	Total Paid by Vendor					**1,756.64**
ATLANTA DRONE GROUP, INC.	1000-41-41110-515370-00000000-	8561	POP 2/1/26-2/28/26 DRONE CONTRACT SRVS	90009774	1/27/2026	25,000.00
	Total Paid by Vendor					**25,000.00**
ATLANTIC DIVING SUPPLY INC	1000-41-41250-515340-00000000-	2512577	BOMB SQUAD FRAG BAG	110134	2/3/2026	3,003.42
	Total Paid by Vendor					**3,003.42**
AVO COMMUNICATIONS	1000-11-00000-515370-00000000-	25329	POP: 11/21/25 AVO ASSIST WITH D1 JAZZGIVING EVENT	109881	1/20/2026	190.00
	1000-10-10200-515370-00000000-	25341	POP: 12/29/25 - FOR VIDEOGRAPHY SVC RES NO 25-727	110135	2/3/2026	5,000.00
	1000-10-10200-515370-00000000-	25342	POP: 11/14/25 - FOR VIDEOGRAPHY SVC RES NO 25-727	110135	2/3/2026	1,900.00
	Total Paid by Vendor					**7,090.00**
A-Z OFFICE RESOURCE INC	1000-71-71100-515340-00000000-	5960571-0	OFFICE SUPPLIES	90009696	1/20/2026	49.92
	1000-41-41305-515340-00000000-	5959883-1	ACADEMY SUPPLIES	90009766	1/27/2026	756.34
	1000-41-41110-515340-00000000-	5963186-0	ADMIN SUPPLIES FOR NAMACC	90009696	1/20/2026	76.22
	1000-41-41110-515340-00000000-	5955783-1	SUPPLIES FOR NAMACC	90009696	1/20/2026	9.11
	1000-41-41305-515340-00000000-	5959883-2	ACADEMY SUPPLIES	90009696	1/20/2026	69.48
	1000-41-41305-515340-00000000-	5959883-3	ACADEMY SUPPLIES	90009696	1/20/2026	35.22
	1000-41-41250-515340-00000000-	5963185-0	SOD INK	90009696	1/20/2026	933.82
	1000-71-71100-515340-00000000-	5960572-0	OFFICE SUPPLIES JACOB	90009696	1/20/2026	45.93
	1000-41-41101-515340-00000000-	5958880-0	SUPPLIES FOR INTERNAL AFFAIRS	90009696	1/20/2026	108.56
	1000-41-41110-515340-00000000-	5963186-1	ADMIN SUPPLIES FOR NAMACC	90009696	1/20/2026	17.43
	1000-41-41101-515340-00000000-	5958880-1	SUPPLIES FOR INTERNAL AFFAIRS	90009696	1/20/2026	18.34
	1000-18-00000-515340-00000000-	5963201-0	OFFICE SUPPLIES	90009696	1/20/2026	73.60
	1000-41-41100-515340-00000000-	5965747-0	ADMIN SUPPLIES FOR STOCK	90009696	1/20/2026	242.71
	1000-00-00000-140110-00000000-	5965925-0	OFFICE SUPPLIES/305 FOUNTAIN CIRCLE SW	90009696	1/20/2026	112.48
	1000-13-13100-515340-00000000-	5965943-0	SUPPLIES FOR TONER, REV DIVISION FOR STOCK	90009696	1/20/2026	329.15
	1000-00-00000-140110-00000000-	5958887-3	SUPPLY INVENTORY	90009766	1/27/2026	29.28
	1000-00-00000-140110-00000000-	5958887-4	SUPPLY INVENTORY	90009766	1/27/2026	14.64
	1000-41-41110-515340-00000000-	5963186-2	ADMIN SUPPLIES FOR NAMACC	90009766	1/27/2026	7.98
	1000-00-00000-140110-00000000-	5958887-5	SUPPLY INVENTORY	90009766	1/27/2026	14.64
	1000-41-41201-515340-00000000-	5966377-0	NORTH ADMIN SUPPLIES	90009766	1/27/2026	137.60
	1000-00-00000-140110-00000000-	5965925-1	OFFICE SUPPLIES/305 FOUNTAIN CIRCLE SW	90009766	1/27/2026	35.16
	1000-41-41100-515340-00000000-	5965747-1	ADMIN SUPPLIES FOR STOCK	90009766	1/27/2026	103.44
	1000-00-00000-140110-00000000-	5968447-0	OFFICE SUPPLIES/305 FOUNTAIN CIRCLE SW	90009766	1/27/2026	35.10
	1000-41-41101-515340-00000000-	5968876-0	TONER/ADMIN SUPPLIES FOR INTERNAL AFFAIRS	90009766	1/27/2026	674.71
	1000-41-41204-515340-00000000-	5948004-0	VENDOR BILLED IN ERROR	90009836	2/3/2026	29.42
	1000-41-41204-515340-00000000-	C5948004-0	CREDIT MEMO FOR INVOICE 5948004-0	90009836	2/3/2026	-29.42
	1000-00-00000-140110-00000000-	5965925-2	OFFICE SUPPLIES/305 FOUNTAIN CIRCLE SW	90009836	2/3/2026	117.18
	1000-41-41201-515340-00000000-	5966377-1	NORTH ADMIN SUPPLIES	90009836	2/3/2026	5.88
	1000-13-13100-515340-00000000-	5965943-1	SUPPLIES FOR TONER, REV DIVISION FOR STOCK	90009836	2/3/2026	210.54

	1000-00-00000-140110-00000000-	5971480-0	SUPPLY FOR INVENTORY	90009836	2/3/2026	36.71
	Total Paid by Vendor					**4,301.17**
BADGEPASS INC	1000-17-17100-515250-00000000-	INV134505	POP: 02/21/26-02/20/27 - SUBSCRIPTION FIRE	109882	1/20/2026	3,225.16
	Total Paid by Vendor					**3,225.16**
BAILEY COVE LLC	1000-14-14300-515460-00000000-	022026	POP:02/01/26-02/28/26-LEASE SOUTH PRECINCT	110003	1/27/2026	15,403.87
	Total Paid by Vendor					**15,403.87**
BELLSOUTH TELECOMMUNICATIONS LLC	1000-17-17100-515070-00000000-	256 535-6412-0126	POP: 01/19/26-02/18/26- AT&T MAIN CENTREX FOR COH	110002	1/27/2026	3,856.75
	Total Paid by Vendor					**3,856.75**
BENCHMARK COMPANIES LLC	1000-52-52200-513010-00000000-	26910	MULCH FOR SPECIAL EVENTS AREAS	90009701	1/20/2026	1,550.00
	1000-52-52500-513010-00000000-	26921	MULCH FOR RESEARCH PARK - WEST	90009701	1/20/2026	3,100.00
	1000-52-52200-513010-00000000-	27045	MULCH FOR SPECIAL EVENTS AREAS	90009776	1/27/2026	1,550.00
	1000-52-52500-513010-00000000-	26968	MULCH FOR RESEARCH PARK - WEST MAINT	90009845	2/3/2026	3,100.00
	Total Paid by Vendor					**9,300.00**
BENTLEY ANIMAL HOSPITAL	1000-50-00000-515370-00000000-	350791	POP: 12/12/25 - ANIMAL CARE & VACCINATIONS	109883	1/20/2026	225.75
	1000-50-00000-515370-00000000-	351010	POP: 12/14/25-12/15/25-ANIMAL CARE & VACCINATIONS	109883	1/20/2026	224.03
	1000-50-00000-515370-00000000-	351182	POP: 12/26/25 - ANIMAL CARE & VACCINATIONS	109883	1/20/2026	284.32
	1000-50-00000-515370-00000000-	351357	CREDIT MEMO FOR INVOICES 351010 & 350791	109883	1/20/2026	-6.20
	1000-50-00000-515370-00000000-	351360	CREDIT MEMO FOR INVOICE 351182	109883	1/20/2026	-7.03
	Total Paid by Vendor					**720.87**
BLAIR AND SONS INC	1000-15-15100-513030-00000000-	95445	COM TX 011226/95445	109884	1/20/2026	25.00
	Total Paid by Vendor					**25.00**
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	1/14/26-2ND SESSION	POP: 01/14/26 INSTRUCTOR FOR 8 HOUR CLASS	109885	1/20/2026	100.00
	1000-43-00000-515370-00000000-	1/28/26-1ST SESSION	POP 1/28/26 BONNIE MACIORSKI	110139	2/3/2026	100.00
	Total Paid by Vendor					**200.00**
BOWMANS ENTERPRISES INC	1000-72-00000-515340-00000000-	5912	SIGNATURE AND DEPOSIT STAMPS	110009	1/27/2026	155.00
	Total Paid by Vendor					**155.00**
BRADFORD SUPPLY INC	1000-42-42100-515340-00000000-	INV14821	AV FIRE METER & CALIBRAITON	109887	1/20/2026	6,141.10
	Total Paid by Vendor					**6,141.10**
BRADLEY ARANT BOULT CUMMINGS, LLP	1000-18-00000-515372-00000000-	1920579	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009705	1/20/2026	2,910.00
	1000-18-00000-515372-00000000-	1920581	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009705	1/20/2026	2,190.00
	1000-18-00000-515372-00000000-	1920584	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009705	1/20/2026	6,982.50
	1000-18-00000-515372-00000000-	1920582	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009705	1/20/2026	1,102.50
	1000-18-00000-515372-00000000-	1920578	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009705	1/20/2026	19,293.75
	1000-18-00000-515372-00000000-	1920577	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009705	1/20/2026	9,187.50
	1000-18-00000-515372-00000000-	1920576	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009705	1/20/2026	8,598.75
	1000-18-00000-515372-00000000-	1920585	POP: 12/01/25-12/31/25 - OUTSIDE LEGAL SERVICES	90009705	1/20/2026	4,508.75
	Total Paid by Vendor					**54,773.75**
BRIAN BROWNLEE	1000-74-74400-515020-00000000-	191	POP:11/23/2025-2/7/2026-MAP AWARD - RES#25-146	110140	2/3/2026	250.00
	Total Paid by Vendor					**250.00**
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	23088	2026 Q2 BLANKET KEYS & MISC	109888	1/20/2026	165.00
	1000-14-14300-513010-00000000-	23097	2026 Q2 BLANKET KEYS & MISC	109888	1/20/2026	20.00
	1000-14-14300-513010-00000000-	23095	2026 Q2 BLANKET KEYS & MISC	109888	1/20/2026	40.00
	1000-14-14300-513010-00000000-	23150	2026 Q2 BLANKET KEYS & MISC	109888	1/20/2026	155.00
	1000-14-14300-513010-00000000-	23215	2026 Q2 BLANKET KEYS & MISC	110010	1/27/2026	135.00
	1000-14-14300-513010-00000000-	23214	2026 Q2 BLANKET KEYS & MISC	110010	1/27/2026	10.00
	Total Paid by Vendor					**525.00**
BUTLER ANIMAL HEALTH HOLDING COMPANY LLC	1000-50-00000-515161-00000000-	ER94741	MED DRUGS FOR ANIMALS (NOT ON BID) Q2 BLANKET	109894	1/20/2026	1,802.80
	1000-50-00000-515161-00000000-	ES11540	MED DRUGS FOR ANIMALS (NOT ON BID) Q2 BLANKET	109894	1/20/2026	1,521.64
	1000-50-00000-515161-00000000-	EP76082	MED DRUGS FOR ANIMALS (NOT ON BID) Q2 BLANKET	109894	1/20/2026	181.75
	1000-50-00000-515161-00000000-	ER13878	CREDIT MEMO FOR INVOICE EP76082	109894	1/20/2026	-15.01
	1000-50-00000-515161-00000000-	ES14396	MED DRUGS FOR ANIMALS (NOT ON BID) Q2 BLANKET	109894	1/20/2026	111.24
	1000-50-00000-515161-00000000-	ES07675	MED DRUGS FOR ANIMALS (NOT ON BID) Q2 BLANKET	109894	1/20/2026	566.76
	1000-50-00000-515161-00000000-	ES05749	MED DRUGS FOR ANIMALS (NOT ON BID) Q2 BLANKET	109894	1/20/2026	18.42
	1000-50-00000-515161-00000000-	ES10319	MED DRUGS FOR ANIMALS (NOT ON BID) Q2 BLANKET	109894	1/20/2026	650.04
	1000-50-00000-515161-00000000-	ET60724	MED DRUGS FOR ANIMALS (NOT ON BID) Q2 BLANKET	110152	2/3/2026	2,401.50
	1000-50-00000-515161-00000000-	ET60723	MED DRUGS FOR ANIMALS (NOT ON BID) Q2 BLANKET	110152	2/3/2026	600.00
	Total Paid by Vendor					**7,839.14**
BWI COMPANIES INC	1000-52-52200-513010-00000000-	19494552	PLANT FOOD FOR SPRING PLANTING - SE	110011	1/27/2026	656.04
	Total Paid by Vendor					**656.04**
C SPIRE BUSINESS	1000-17-17300-520200-00000000-	C032646413	NEXUS SWITCHES FOR RMS	110012	1/27/2026	99,501.44
	Total Paid by Vendor					**99,501.44**

CALEA	1000-41-41305-515425-00000000-	SO-002276	POP: 03/24/26-03/23/27-ANNUAL CONTINUATION FEE	110141	2/3/2026	5,530.00
	Total Paid by Vendor					**5,530.00**
CALHOUN COMMUNITY COLLEGE	1000-42-42100-515340-00000000-	11526	POP: 01/06/26-01/08/26-CPR / ACLS / PALS CARDS	110013	1/27/2026	110.00
	1000-42-42100-515340-00000000-	11426	POP: 11/04/25-11/14/25 - CPR / ACLS / PALS CARDS	110013	1/27/2026	175.00
	1000-42-42100-515340-00000000-	211526	POP: 12/09/25-12/18/25 - CPR / ACLS / PALS CARDS	110013	1/27/2026	405.00
	Total Paid by Vendor					**690.00**
CAMILLE SCRUGGS	1000-30-30200-515340-00000000-	C.SCRUGGS-121825	POP: 12/03/25-12/10/25- FITNESS INST. RSRC	109890	1/20/2026	75.00
	Total Paid by Vendor					**75.00**
CARAHSOFT TECHOLOGY CORP	1000-17-17100-515250-00000000-	IN2177973	POP: 07/30/26-07/29/27 DRAGON PROFESSIONAL SUPPORT	109891	1/20/2026	999.50
	1000-17-17100-515250-00000000-	IN2180670	07/30/26-07/29/27 DRAGON PROFESSIONAL SUPPORT	110014	1/27/2026	62.92
	1000-17-17100-515250-00000000-	IN2190342	POP: 01/27/26-01/26/27 DOCUSIGN DIGITAL SIGNATURE	110142	2/3/2026	3,409.75
	Total Paid by Vendor					**4,472.17**
CCH INCORPORATED	1000-17-17100-515250-00000000-	5416978402	POP: 02/01/26-01/31/27 CCH ANSWERCONNECT FN	90009848	2/3/2026	2,325.00
	Total Paid by Vendor					**2,325.00**
CELLCO PARTNERSHIP	1000-17-17100-515070-00000000-	6133241483	POP 12/11/25-1/10/26 VERIZON SERVICES	110109	1/27/2026	363.03
	Total Paid by Vendor					**363.03**
CENTURYLINK COMMUNICATIONS, LLC	1000-17-17100-515070-00000000-	768704392	POP: 12/16/25 - 01/15/26-SIP BILLING FOR COH	90009779	1/27/2026	3,660.89
	1000-17-17100-515070-00000000-	4892213630126	POP: 01/21/26-02/20/26- POTS LINE SVCS COH	90009849	2/3/2026	50.26
	Total Paid by Vendor					**3,711.15**
CHAMBERS BOTTLING COMPANY LLC	1000-74-74100-515340-00000000-	1583285	Q2- BLANKET PO DRINK FOR CONFERENCE ROOM	90009850	2/3/2026	107.10
	1000-10-00000-515340-00000000-	1583357	Q2 BLANKET BEVERAGE SUPPLIES IN ADMINISTRATION	90009850	2/3/2026	195.00
	Total Paid by Vendor					**302.10**
CHECKR INC	1000-16-16100-515370-00000000-	2271124	POP: 01/01/26-01/31/26 - CREDIT REPORT SCREENS	90009851	2/3/2026	353.82
	Total Paid by Vendor					**353.82**
CHEM-AQUA INC	1000-14-14300-513010-00000000-	9476599	POP:01/01/26-01/31/26 - CHILLER H20 TREATMENT	90009780	1/27/2026	2,333.33
	Total Paid by Vendor					**2,333.33**
CINTAS	1000-15-15100-515340-00000000-	4255880059	3242 LEEMAN FERRY RD SW (BLANKET)	109892	1/20/2026	33.37
	1000-15-15100-515340-00000000-	4256042686	2739 JOHNSON ROAD (BLANKET)	109892	1/20/2026	258.81
	1000-15-15100-515340-00000000-	4254557796	2739 JOHNSON ROAD (BLANKET)	109892	1/20/2026	258.81
	1000-15-15100-515340-00000000-	4252157011	3242 LEEMAN FERRY RD SW (BLANKET)	109892	1/20/2026	33.37
	1000-15-15100-515340-00000000-	4256795301	2739 JOHNSON ROAD (BLANKET)	110016	1/27/2026	258.81
	1000-15-15100-515340-00000000-	4256652263	3242 LEEMAN FERRY RD SW (BLANKET)	110016	1/27/2026	33.37
	1000-42-42200-515310-00000000-	4256388033	SORT# 02410003979- TISSUE FOR STATIONS	110016	1/27/2026	434.56
	1000-15-15100-515340-00000000-	4257364991	3242 LEEMAN FERRY RD SW (BLANKET)	110016	1/27/2026	33.37
	1000-52-52100-515340-00000000-	5313638208	FIRST AID CHECK - LM (BLANKET Q2)	110015	1/27/2026	21.42
	1000-15-15100-515340-00000000-	4257482978	2739 JOHNSON ROAD (BLANKET)	110016	1/27/2026	258.81
	1000-75-75100-515340-00000000-	5314800313	CINTAS MAINTENANCE SERVICE Q2 BLANKET PO	110144	2/3/2026	19.99
	Total Paid by Vendor					**1,644.69**
CIVICSMART PARKING TECHNOLOGIES, INC.	1000-17-17100-515250-00000000-	DPT050704	POP: 02/01/26-02/28/26 - S SOURCE LPR SW SVCS	90009854	2/3/2026	1,300.00
	1000-17-17100-515250-00000000-	DPT050705	POP: 02/01/26-02/28/26 - S SOURCE LPR SW SVCS	90009854	2/3/2026	312.00
	Total Paid by Vendor					**1,612.00**
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	433927	Payroll Run 1 - Warrant 260118	109980	1/22/2026	955.00
	Total Paid by Vendor					**955.00**
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	83969000105531010126	POP: 01/14/26-02/13/26 - COMCAST CABLE SVCS COH	109893	1/20/2026	12.57
	1000-17-17100-515070-00000000-	83969000120079400126	POP: 01/21/26-02/20/26 - COMCAST CABLE SVCSCOH	110147	2/3/2026	21.02
	1000-17-17100-515070-00000000-	83969000115978000126	POP: 01/30/26-02/28/26- COMCAST CABLE SVCSCOH	110147	2/3/2026	14.71
	1000-17-17100-515070-00000000-	83969000115986910126	POP: 01/30/26-02/28/26 - COMCAST CABLE SVCSCOH	110147	2/3/2026	102.79
	1000-17-17100-515070-00000000-	83969000114784070126	POP: 01/30/26 - 02/28/26- COMCAST CABLE SVCS COH	110147	2/3/2026	58.84
	1000-17-17100-515070-00000000-	83969000116343480126	POP: 02/03/26-03/02/26 - COMCAST CABLE SERVICES	110147	2/3/2026	14.71
	1000-17-17100-515070-00000000-	83969000115986830126	POP: 02/02/26-03/01/26 - COMCAST CABLE SERVICES	110147	2/3/2026	165.52
	1000-17-17100-515070-00000000-	83969000128440290126	POP: 01/22/26-02/21/26 - COMCAST CABLE SERVICES	110147	2/3/2026	209.84
	1000-17-17100-515070-00000000-	83969000101809470126	POP: 02/01/26-02/28/26 - COMCAST CABLE SERVICES	110147	2/3/2026	33.52
	1000-17-17100-515070-00000000-	263057174	POP: 01/01/26-01/31/26-COMCAST CABLE SVCS COH	110148	2/3/2026	1,157.95
	Total Paid by Vendor					**1,791.47**
COMMONWEALTH OF MASSACHUSETTS	1000-00-00000-210180-00000000-	433934	Payroll Run 1 - Warrant 260118	109981	1/22/2026	11.54
	Total Paid by Vendor					**11.54**
CORVEL CORPORATION	1000-19-00000-502150-00000000-	011326-HUNT	POP:01/01/26-01/13/26- ESCROW REPLENISHMENT	90009709	1/20/2026	54,457.48
	1000-19-00000-502150-00000000-	012026-HUNT	SUPPLEMENT MED BILL ON CLAIM #1223-WC-25-0300089	90009783	1/27/2026	12,637.28
	1000-19-00000-502150-00000000-	012326-HUNT	SUPPL FUNDS FOR MED BILL ON CL #1223-WC-25-0300238	90009783	1/27/2026	21,620.65
	Total Paid by Vendor					**88,715.41**
COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RSA040378 1	POP:12/09/25-01/05/26-ECR235 W/ MULCHER FOR PWS	110153	2/3/2026	11,722.50

	1000-55-55300-513050-00000000-	RSA040378 3	VOLVO ECR235 W/ MULCHER FOR PWS CONSTR	110153	2/3/2026	325.00
	1000-55-55300-513050-00000000-	RSA040378 2	CREDIT MEMO FOR INVOICE RSA040378 1	110153	2/3/2026	-2,279.50
	1000-55-55300-513050-00000000-	RSA040378 4	CREDIT MEMO FOR INVICE RSA040378 1	110153	2/3/2026	-720.00
	Total Paid by Vendor					**9,048.00**
CRASH DATA GROUP INC	1000-17-17100-515250-00000000-	15439	POP: 02/13/26-02/13/27 CRASH DATA SW SVCS/SUPPORT	110019	1/27/2026	1,500.00
	Total Paid by Vendor					**1,500.00**
D & D ARNOLD LLC	1000-15-15100-513030-00000000-	I004942	COM TX 012726/I004942	90009835	2/3/2026	215.00
	1000-15-15100-513030-00000000-	I004942	COM TX 012726/I004942	90009835	2/3/2026	150.00
	1000-15-15100-513030-00000000-	I004942	COM TX 012726/I004942	90009835	2/3/2026	150.00
	1000-15-15100-513030-00000000-	I004976	COM TX 012726/I004976	90009835	2/3/2026	215.00
	1000-15-15100-513030-00000000-	I004976	COM TX 012726/I004976	90009835	2/3/2026	150.00
	1000-15-15100-513030-00000000-	I004976	COM TX 012726/I004976	90009835	2/3/2026	150.00
	1000-15-15100-513030-00000000-	I005001	COM TX 012726/I005001	90009835	2/3/2026	185.00
	1000-15-15100-513030-00000000-	I005001	COM TX 012726/I005001	90009835	2/3/2026	150.00
	Total Paid by Vendor					**1,365.00**
DANIEL COLE	1000-14-14300-513010-00000000-	14110	POP: 01/02/26 - ICE MAKER REPAIRS	110146	2/3/2026	145.92
	1000-14-14300-513010-00000000-	14111	POP: 01/02/26 - ICE MAKER REPAIRS	110146	2/3/2026	234.46
	1000-14-14300-513010-00000000-	14113	POP: 12/31/25 -ICE MAKER REPAIRS	110146	2/3/2026	511.44
	1000-14-14300-513010-00000000-	14112	POP: 12/11/25 - ICE MAKER REPAIRS	110146	2/3/2026	85.00
	Total Paid by Vendor					**976.82**
DANIEL DAVIS	1000-74-74400-515020-00000000-	25-E11-22	POP 12/15/25-12/31/25 BRANDING AND AWARENESS	90009711	1/20/2026	1,000.00
	Total Paid by Vendor					**1,000.00**
DCSC LLC	1000-14-14300-515460-00000000-	022026	POP:02/01/26-02/28/26 -2227 DRAKE AVE. STE 25/26	110021	1/27/2026	4,585.00
	Total Paid by Vendor					**4,585.00**
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	433929	Payroll Run 1 - Warrant 260118	109986	1/22/2026	684.53
	Total Paid by Vendor					**684.53**
DEFENSE PEST SOLUTIONS	1000-14-14310-515370-00000000-	62133	POP: 01/01/26-01/31/26 - PEST CONTROL SVS	90009712	1/20/2026	4,355.00
	1000-53-53200-513010-PK1020XX-	59069	POP: 01/01/26 - PEST CONTROL AT TICKET BOOTHS	90009712	1/20/2026	15.00
	1000-53-53200-513010-PK1040XX-	59069	POP: 01/01/26 - PEST CONTROL AT TICKET BOOTHS	90009712	1/20/2026	15.00
	Total Paid by Vendor					**4,385.00**
DELL MARKETING LP	1000-17-17400-520200-00000000-	10857288719	LAPTOPS FOR IT STOCK/REPLACEMENTS	90009713	1/20/2026	34,375.00
	Total Paid by Vendor					**34,375.00**
DELTA THETA LAMBDA CHAPTER EDUCATION FOUNDATION	1000-10-10300-515020-00000000-	0003	POP: 01/19/26 -MLK, JR. UNITY BREAKFAST TABLE & AD	109895	1/20/2026	600.00
	Total Paid by Vendor					**600.00**
DH PACE CO., INC	1000-14-14300-513010-00000000-	SVC/265-50059	POP: 12/30/25- OVERHEAD DOOR REPAIRS	90009714	1/20/2026	225.00
	1000-14-14300-513010-00000000-	SVC/265-50018	POP: 12/29/25 - OVERHEAD DOOR REPAIRS	90009714	1/20/2026	643.75
	1000-14-14300-513010-00000000-	SVC/265-48127-C	POP: 11/10/25 -OVERHEAD DOOR REPAIRS	90009858	2/3/2026	347.80
	1000-14-14300-513010-00000000-	SVC/265-50181	POP: 12/22/25- OVERHEAD DOOR REPAIRS	90009858	2/3/2026	764.85
	1000-14-14300-513010-00000000-	SVC/265-50180	POP: 12/22/25 - OVERHEAD DOOR REPAIRS	90009858	2/3/2026	2,186.25
	1000-14-14300-513010-00000000-	SVC/265-50178	POP: 12/22/25 - OVERHEAD DOOR REPAIRS	90009858	2/3/2026	1,500.32
	1000-14-14300-513010-00000000-	SVC/265-50343	POP: 01/05/26- OVERHEAD DOOR REPAIRS	90009858	2/3/2026	1,468.02
	1000-14-14300-513010-00000000-	SVC/265-50954	POP: 01/20/26- OVERHEAD DOOR REPAIRS	90009858	2/3/2026	112.50
	1000-14-14300-513010-00000000-	SVC/265-50951	POP: 01/21/26- OVERHEAD DOOR REPAIRS	90009858	2/3/2026	2,032.16
	1000-14-14300-513010-00000000-	SVC/265-50584	POP: 01/06/26 - OVERHEAD DOOR REPAIRS	90009858	2/3/2026	1,315.23
	Total Paid by Vendor					**10,595.88**
DIRECT COMMUNICATIONS INC	1000-19-00000-515370-00000000-	020126	POP: 01/01/26-01/31/26-CONSULTING SVS RES 25-965	110155	2/3/2026	14,000.00
	Total Paid by Vendor					**14,000.00**
DORIC OF TENNESSEE INC	1000-51-00000-515340-00000000-	120847	POP: 01/17/26-LAWN CRYPT OPENING/CLOSING AT M.H	110156	2/3/2026	425.00
	1000-51-00000-515340-00000000-	120829	POP: 01/16/26-LAWN CRYPT OPENING/CLOSING AT M.H	110156	2/3/2026	425.00
	Total Paid by Vendor					**850.00**
DRUG TESTING PROGRAM MANAGEMENT INC	1000-43-00000-515370-00000000-	1117259	POP 10/29/25 -DRUG CONFIRMATION TESTING	110157	2/3/2026	70.00
	Total Paid by Vendor					**70.00**
DUTCH OIL COMPANY	1000-14-14100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	311.47
	1000-15-15100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	116.85
	1000-17-17100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	11.27
	1000-30-30100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	49.12
	1000-30-30100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	22.74
	1000-41-41100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	2,831.86
	1000-41-41100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	309.82
	1000-41-41100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	25.23
	1000-41-41100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	108.60

1000-42-42100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	384.92
1000-42-42100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	102.24
1000-42-42100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	36.88
1000-50-00000-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	110.84
1000-51-00000-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	31.53
1000-52-52100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	48.09
1000-52-52100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	23.31
1000-52-52100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	35.35
1000-52-52100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	51.02
1000-52-52100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	60.46
1000-53-53400-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	12.99
1000-55-55300-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	43.76
1000-55-55400-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	276.93
1000-70-70200-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	98.61
1000-71-71100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	189.04
1000-71-71100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	39.12
1000-72-00000-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	146.57
1000-75-75100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	57.71
1000-75-75100-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	29.43
1000-41-41100-514010-00000000-	CFN-47655	FUELING TRANS DATED 011026	90009715	1/20/2026	1,907.37
1000-41-41100-514010-00000000-	CFN-47655	FUELING TRANS DATED 011026	90009715	1/20/2026	43.90
1000-41-41100-514010-00000000-	CFN-47655	FUELING TRANS DATED 011026	90009715	1/20/2026	17.41
1000-41-41100-514010-00000000-	CFN-47655	FUELING TRANS DATED 011026	90009715	1/20/2026	189.55
1000-42-42100-514010-00000000-	CFN-47655	FUELING TRANS DATED 011026	90009715	1/20/2026	511.55
1000-50-00000-514010-00000000-	CFN-47655	FUELING TRANS DATED 011026	90009715	1/20/2026	59.95
1000-53-53200-514010-00000000-	CFN-47655	FUELING TRANS DATED 011026	90009715	1/20/2026	26.30
1000-53-53400-514010-00000000-	CFN-47655	FUELING TRANS DATED 011026	90009715	1/20/2026	105.41
1000-14-14100-514010-00000000-	CFN-47660	FUELING TRANS DATED 011126	90009715	1/20/2026	22.82
1000-30-30100-514010-00000000-	CFN-47660	FUELING TRANS DATED 011126	90009715	1/20/2026	23.21
1000-41-41100-514010-00000000-	CFN-47660	FUELING TRANS DATED 011126	90009715	1/20/2026	1,885.98
1000-41-41100-514010-00000000-	CFN-47660	FUELING TRANS DATED 011126	90009715	1/20/2026	74.98
1000-41-41100-514010-00000000-	CFN-47660	FUELING TRANS DATED 011126	90009715	1/20/2026	107.34
1000-42-42100-514010-00000000-	CFN-47660	FUELING TRANS DATED 011126	90009715	1/20/2026	319.85
1000-52-52100-514010-00000000-	CFN-47660	FUELING TRANS DATED 011126	90009715	1/20/2026	28.19
1000-53-53400-514010-00000000-	CFN-47660	FUELING TRANS DATED 011126	90009715	1/20/2026	19.53
1000-55-55400-514010-00000000-	CFN-47660	FUELING TRANS DATED 011126	90009715	1/20/2026	41.97
1000-14-14100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	351.13
1000-17-17100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	11.22
1000-30-30100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	34.04
1000-30-30100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	31.14
1000-30-30100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	24.56
1000-41-41100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	2,114.15
1000-41-41100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	351.64
1000-41-41100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	188.95
1000-41-41100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	237.76
1000-42-42100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	564.14
1000-42-42100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	132.93
1000-42-42100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	28.43
1000-50-00000-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	95.93
1000-52-52100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	122.20
1000-52-52100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	62.08
1000-52-52100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	203.46
1000-52-52100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	85.97
1000-52-52100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	42.55
1000-52-52100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	105.60
1000-55-55100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	36.94
1000-55-55100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	22.82
1000-55-55300-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	272.29
1000-55-55400-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	228.17
1000-70-70200-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	33.19
1000-71-71100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	81.23

1000-72-00000-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	152.04
1000-75-75100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	57.24
1000-75-75100-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	60.83
1000-12-12100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	22.79
1000-13-13100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	23.18
1000-14-14100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	235.71
1000-15-15100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	26.69
1000-30-30100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	26.30
1000-30-30100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	20.46
1000-41-41100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	2,464.81
1000-41-41100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	402.08
1000-41-41100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	18.70
1000-41-41100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	214.85
1000-42-42100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	474.72
1000-42-42100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	82.40
1000-42-42100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	28.23
1000-50-00000-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	216.28
1000-51-00000-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	30.78
1000-52-52100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	174.71
1000-52-52100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	74.94
1000-52-52100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	32.20
1000-52-52100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	109.87
1000-52-52100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	306.83
1000-52-52100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	97.58
1000-52-52100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	75.19
1000-52-52100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	352.47
1000-52-52100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	34.64
1000-52-52100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	36.90
1000-52-52100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	59.81
1000-53-53200-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	33.31
1000-53-53400-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	34.87
1000-53-53400-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	43.64
1000-55-55300-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	759.58
1000-55-55400-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	1,123.46
1000-70-70200-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	52.99
1000-71-71100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	66.42
1000-72-00000-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	208.37
1000-74-74100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	29.03
1000-75-75100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	64.21
1000-75-75100-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	128.57
1000-15-15100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	80.48
1000-30-30100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	26.97
1000-41-41100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	2,367.81
1000-41-41100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	393.36
1000-41-41100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	24.99
1000-41-41100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	258.07
1000-42-42100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	716.02
1000-42-42100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	62.84
1000-42-42100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	44.42
1000-50-00000-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	159.82
1000-51-00000-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	56.71
1000-52-52100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	99.84
1000-52-52100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	193.96
1000-52-52100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	241.38
1000-52-52100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	130.78
1000-52-52100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	101.95
1000-52-52100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	67.42
1000-52-52100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	166.93
1000-52-52100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	48.72
1000-53-53200-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	36.27
1000-53-53400-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	25.21

1000-55-55100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	84.28
1000-55-55300-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	331.88
1000-55-55400-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	902.84
1000-70-70200-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	39.07
1000-71-71100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	114.43
1000-72-00000-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	144.96
1000-74-74100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	32.72
1000-75-75100-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	87.75
1000-00-00000-610039-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	35.29
1000-14-14100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	60.36
1000-15-15100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	38.88
1000-17-17100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	15.55
1000-30-30100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	20.54
1000-30-30100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	61.81
1000-30-30100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	26.52
1000-41-41100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	2,772.13
1000-41-41100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	361.65
1000-41-41100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	128.82
1000-41-41100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	315.62
1000-42-42100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	345.31
1000-42-42100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	66.74
1000-50-00000-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	114.45
1000-52-52100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	8.37
1000-52-52100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	69.99
1000-52-52100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	176.33
1000-52-52100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	83.45
1000-52-52100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	161.21
1000-52-52100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	260.05
1000-52-52100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	54.24
1000-52-52100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	42.93
1000-53-53200-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	42.60
1000-53-53400-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	39.08
1000-55-55100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	67.19
1000-55-55300-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	165.71
1000-55-55400-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	399.29
1000-70-70200-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	51.68
1000-71-71100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	179.72
1000-72-00000-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	118.52
1000-74-74100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	42.26
1000-75-75100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	52.84
1000-75-75100-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	103.29
1000-14-14100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	90.10
1000-30-30100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	50.88
1000-30-30100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	30.88
1000-30-30100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	32.82
1000-41-41100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	2,802.58
1000-41-41100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	188.15
1000-41-41100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	58.27
1000-41-41100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	152.19
1000-42-42100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	649.64
1000-42-42100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	39.42
1000-42-42100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	48.74
1000-43-00000-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	23.11
1000-52-52100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	51.66
1000-52-52100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	147.62
1000-52-52100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	159.05
1000-52-52100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	68.57
1000-53-53400-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	26.03
1000-55-55300-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	38.26
1000-55-55400-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	141.67
1000-70-70200-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	89.39

1000-71-71100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	71.58
1000-72-00000-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	247.41
1000-74-74100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	34.57
1000-75-75100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	56.36
1000-75-75100-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	91.69
1000-30-30100-514010-00000000-	CFN-47872	FUELING TRANS DATED 011726	90009715	1/20/2026	32.32
1000-30-30100-514010-00000000-	CFN-47872	FUELING TRANS DATED 011726	90009715	1/20/2026	38.55
1000-41-41100-514010-00000000-	CFN-47872	FUELING TRANS DATED 011726	90009715	1/20/2026	2,005.83
1000-41-41100-514010-00000000-	CFN-47872	FUELING TRANS DATED 011726	90009715	1/20/2026	58.61
1000-41-41100-514010-00000000-	CFN-47872	FUELING TRANS DATED 011726	90009715	1/20/2026	58.22
1000-41-41100-514010-00000000-	CFN-47872	FUELING TRANS DATED 011726	90009715	1/20/2026	121.59
1000-42-42100-514010-00000000-	CFN-47872	FUELING TRANS DATED 011726	90009715	1/20/2026	482.89
1000-42-42100-514010-00000000-	CFN-47872	FUELING TRANS DATED 011726	90009715	1/20/2026	23.36
1000-50-00000-514010-00000000-	CFN-47872	FUELING TRANS DATED 011726	90009715	1/20/2026	57.59
1000-52-52100-514010-00000000-	CFN-47872	FUELING TRANS DATED 011726	90009715	1/20/2026	61.91
1000-53-53400-514010-00000000-	CFN-47872	FUELING TRANS DATED 011726	90009715	1/20/2026	20.06
1000-30-30100-514010-00000000-	CFN-47880	FUELING TRANS DATED 011826	90009715	1/20/2026	54.36
1000-41-41100-514010-00000000-	CFN-47880	FUELING TRANS DATED 011826	90009715	1/20/2026	2,001.46
1000-41-41100-514010-00000000-	CFN-47880	FUELING TRANS DATED 011826	90009715	1/20/2026	138.34
1000-41-41100-514010-00000000-	CFN-47880	FUELING TRANS DATED 011826	90009715	1/20/2026	100.87
1000-42-42100-514010-00000000-	CFN-47880	FUELING TRANS DATED 011826	90009715	1/20/2026	285.19
1000-53-53400-514010-00000000-	CFN-47880	FUELING TRANS DATED 011826	90009715	1/20/2026	17.52
1000-41-41100-514010-00000000-	CFN-47885	FUELING TRANS DATED 011926	90009715	1/20/2026	1,965.45
1000-41-41100-514010-00000000-	CFN-47885	FUELING TRANS DATED 011926	90009715	1/20/2026	275.97
1000-41-41100-514010-00000000-	CFN-47885	FUELING TRANS DATED 011926	90009715	1/20/2026	48.30
1000-41-41100-514010-00000000-	CFN-47885	FUELING TRANS DATED 011926	90009715	1/20/2026	276.44
1000-42-42100-514010-00000000-	CFN-47885	FUELING TRANS DATED 011926	90009715	1/20/2026	489.09
1000-50-00000-514010-00000000-	CFN-47885	FUELING TRANS DATED 011926	90009715	1/20/2026	52.18
1000-14-14100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	165.73
1000-15-15100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	70.91
1000-17-17100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	11.68
1000-30-30100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	24.34
1000-30-30100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	100.53
1000-30-30100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	27.06
1000-41-41100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	2,732.28
1000-41-41100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	330.59
1000-41-41100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	37.77
1000-41-41100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	124.60
1000-41-41100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	233.38
1000-42-42100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	518.27
1000-42-42100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	112.59
1000-50-00000-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	158.68
1000-51-00000-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	242.84
1000-52-52100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	45.46
1000-52-52100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	72.43
1000-52-52100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	216.50
1000-52-52100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	126.05
1000-52-52100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	182.18
1000-52-52100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	54.50
1000-52-52100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	57.63
1000-52-52100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	295.55
1000-52-52100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	153.46
1000-53-53200-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	35.44
1000-53-53400-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	8.76
1000-55-55100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	31.15
1000-55-55300-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	704.66
1000-55-55400-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	848.84
1000-70-70200-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	40.69
1000-71-71100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	129.35
1000-72-00000-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	139.40
1000-73-73100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	19.47

1000-75-75100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	76.73
1000-75-75100-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	73.00
1000-12-12100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	23.32
1000-14-14100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	341.71
1000-15-15100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	77.04
1000-17-17100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	22.06
1000-30-30100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	21.92
1000-30-30100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	1.79
1000-41-41100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	2,615.63
1000-41-41100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	477.92
1000-41-41100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	37.45
1000-41-41100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	153.74
1000-42-42100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	730.58
1000-42-42100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	47.63
1000-42-42100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	43.64
1000-50-00000-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	115.60
1000-52-52100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	147.72
1000-52-52100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	46.44
1000-52-52100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	248.27
1000-52-52100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	174.94
1000-52-52100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	244.32
1000-52-52100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	79.64
1000-52-52100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	52.62
1000-52-52100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	397.47
1000-52-52100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	290.78
1000-52-52100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	46.06
1000-53-53200-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	65.77
1000-53-53400-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	30.10
1000-55-55100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	37.67
1000-55-55100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	112.41
1000-55-55300-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	683.84
1000-55-55400-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	1,354.39
1000-70-70200-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	65.27
1000-71-71100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	45.24
1000-71-71100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	40.86
1000-72-00000-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	187.14
1000-73-73100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	67.86
1000-75-75100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	25.91
1000-75-75100-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	75.54
1000-10-00000-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	28.28
1000-13-13100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	24.44
1000-14-14100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	174.53
1000-30-30100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	25.45
1000-30-30100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	21.61
1000-30-30100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	24.04
1000-41-41100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	2,575.98
1000-41-41100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	442.43
1000-41-41100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	97.97
1000-41-41100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	290.21
1000-42-42100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	635.47
1000-42-42100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	102.19
1000-50-00000-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	194.39
1000-52-52100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	102.21
1000-52-52100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	47.06
1000-52-52100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	366.50
1000-52-52100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	437.66
1000-52-52100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	855.59
1000-52-52100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	200.65
1000-52-52100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	155.54
1000-52-52100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	340.44
1000-52-52100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	79.99

1000-52-52100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	296.24
1000-52-52100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	162.94
1000-53-53400-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	89.49
1000-55-55100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	36.56
1000-55-55300-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	297.74
1000-55-55400-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	763.35
1000-70-70200-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	170.27
1000-71-71100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	152.52
1000-72-00000-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	98.03
1000-74-74100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	28.28
1000-75-75100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	108.55
1000-75-75100-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	296.32
1000-14-14100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	358.90
1000-15-15100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	303.17
1000-17-17100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	8.16
1000-30-30100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	92.91
1000-30-30100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	32.64
1000-30-30100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	21.89
1000-41-41100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	2,887.42
1000-41-41100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	467.70
1000-41-41100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	123.08
1000-41-41100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	214.09
1000-42-42100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	1,129.66
1000-42-42100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	75.82
1000-42-42100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	17.31
1000-50-00000-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	579.08
1000-52-52100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	101.89
1000-52-52100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	40.99
1000-52-52100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	160.61
1000-52-52100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	32.40
1000-52-52100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	422.08
1000-52-52100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	117.53
1000-52-52100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	32.04
1000-52-52100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	234.18
1000-52-52100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	55.90
1000-52-52100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	66.02
1000-52-52100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	7.56
1000-53-53200-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	45.24
1000-53-53400-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	6.97
1000-55-55100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	24.28
1000-55-55300-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	48.36
1000-55-55400-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	355.16
1000-70-70200-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	30.17
1000-71-71100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	107.86
1000-72-00000-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	292.29
1000-74-74100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	38.21
1000-74-74100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	24.48
1000-75-75100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	39.62
1000-75-75100-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	232.84
1000-15-15100-514010-00000000-	CFN-47982	FUELING TRANS DATED 012426	90009785	1/27/2026	58.04
1000-41-41100-514010-00000000-	CFN-47982	FUELING TRANS DATED 012426	90009785	1/27/2026	1,957.00
1000-41-41100-514010-00000000-	CFN-47982	FUELING TRANS DATED 012426	90009785	1/27/2026	21.92
1000-41-41100-514010-00000000-	CFN-47982	FUELING TRANS DATED 012426	90009785	1/27/2026	127.28
1000-42-42100-514010-00000000-	CFN-47982	FUELING TRANS DATED 012426	90009785	1/27/2026	264.07
1000-42-42100-514010-00000000-	CFN-47982	FUELING TRANS DATED 012426	90009785	1/27/2026	78.63
1000-53-53200-514010-00000000-	CFN-47982	FUELING TRANS DATED 012426	90009785	1/27/2026	38.19
1000-55-55300-514010-00000000-	CFN-47982	FUELING TRANS DATED 012426	90009785	1/27/2026	30.77
1000-55-55400-514010-00000000-	CFN-47982	FUELING TRANS DATED 012426	90009785	1/27/2026	132.93
1000-15-15100-514010-00000000-	CFN-47989	FUELING TRANS DATED 012526	90009785	1/27/2026	50.73
1000-41-41100-514010-00000000-	CFN-47989	FUELING TRANS DATED 012526	90009785	1/27/2026	1,862.98
1000-41-41100-514010-00000000-	CFN-47989	FUELING TRANS DATED 012526	90009785	1/27/2026	9.45

1000-41-41100-514010-00000000-	CFN-47989	FUELING TRANS DATED 012526	90009785	1/27/2026	192.47
1000-42-42100-514010-00000000-	CFN-47989	FUELING TRANS DATED 012526	90009785	1/27/2026	345.98
1000-42-42100-514010-00000000-	CFN-47989	FUELING TRANS DATED 012526	90009785	1/27/2026	12.07
1000-50-00000-514010-00000000-	CFN-47989	FUELING TRANS DATED 012526	90009785	1/27/2026	37.61
1000-53-53400-514010-00000000-	CFN-47989	FUELING TRANS DATED 012526	90009785	1/27/2026	52.69
1000-55-55300-514010-00000000-	CFN-47989	FUELING TRANS DATED 012526	90009785	1/27/2026	253.14
1000-55-55400-514010-00000000-	CFN-47989	FUELING TRANS DATED 012526	90009785	1/27/2026	502.99
1000-14-14100-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	204.39
1000-30-30100-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	18.10
1000-41-41100-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	1,686.70
1000-41-41100-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	61.14
1000-41-41100-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	17.29
1000-41-41100-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	228.36
1000-42-42100-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	898.84
1000-42-42100-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	74.62
1000-51-00000-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	44.85
1000-52-52100-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	21.72
1000-52-52100-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	17.09
1000-55-55300-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	208.86
1000-55-55400-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	340.74
1000-70-70200-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	26.34
1000-71-71100-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	104.97
1000-72-00000-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	63.75
1000-00-00000-610039-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	39.01
1000-14-14100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	55.83
1000-30-30100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	70.53
1000-41-41100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	1,952.25
1000-41-41100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	261.86
1000-41-41100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	89.10
1000-41-41100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	180.11
1000-42-42100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	952.40
1000-42-42100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	162.76
1000-42-42100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	87.32
1000-50-00000-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	36.23
1000-52-52100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	75.82
1000-52-52100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	75.52
1000-52-52100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	47.23
1000-52-52100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	92.50
1000-52-52100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	50.29
1000-52-52100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	165.42
1000-53-53400-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	47.32
1000-55-55100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	115.83
1000-55-55300-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	409.52
1000-55-55400-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	512.47
1000-70-70200-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	21.98
1000-71-71100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	118.49
1000-72-00000-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	80.58
1000-74-74100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	20.20
1000-75-75100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	94.45
1000-75-75100-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	79.79
1000-12-12100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	22.93
1000-14-14100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	189.69
1000-17-17100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	12.47
1000-41-41100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	2,721.15
1000-41-41100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	360.93
1000-41-41100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	32.98
1000-41-41100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	117.04
1000-41-41100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	206.28
1000-42-42100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	369.85
1000-42-42100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	84.86
1000-42-42100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	47.26

	1000-50-00000-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	154.45
	1000-52-52100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	38.83
	1000-52-52100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	154.28
	1000-52-52100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	65.36
	1000-52-52100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	115.94
	1000-52-52100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	35.19
	1000-52-52100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	231.38
	1000-52-52100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	57.11
	1000-52-52100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	38.41
	1000-52-52100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	23.93
	1000-53-53200-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	20.11
	1000-55-55100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	39.41
	1000-55-55300-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	327.24
	1000-55-55400-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	1,244.15
	1000-70-70200-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	89.29
	1000-71-71100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	113.12
	1000-71-71100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	23.13
	1000-72-00000-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	202.74
	1000-75-75100-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	125.86
	1000-14-14100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	102.86
	1000-30-30100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	29.91
	1000-30-30100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	31.93
	1000-30-30100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	54.97
	1000-30-30100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	19.60
	1000-41-41100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	2,394.10
	1000-41-41100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	397.28
	1000-41-41100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	72.15
	1000-41-41100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	193.46
	1000-42-42100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	699.32
	1000-42-42100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	72.57
	1000-42-42100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	20.61
	1000-50-00000-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	160.67
	1000-51-00000-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	51.74
	1000-52-52100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	110.21
	1000-52-52100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	66.29
	1000-52-52100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	137.84
	1000-52-52100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	152.47
	1000-52-52100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	111.69
	1000-52-52100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	50.55
	1000-52-52100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	46.48
	1000-52-52100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	65.44
	1000-52-52100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	35.97
	1000-52-52100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	58.01
	1000-53-53400-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	46.28
	1000-53-53400-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	47.15
	1000-55-55300-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	219.34
	1000-55-55400-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	446.40
	1000-70-70200-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	127.16
	1000-71-71100-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	83.26
	1000-72-00000-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	140.06
	1000-00-00000-140101-00000000-	INV-230111	OIL	90009859	2/3/2026	9,939.36
	Total Paid by Vendor					**127,828.54**
DYNAMIC SECURITY INC	1000-41-41100-515370-00000000-	INVONO64836	POP:12/01/25-12/31/25-MUNICIPAL SECURITY SVC-Q1	90009716	1/20/2026	13,768.50
	Total Paid by Vendor					**13,768.50**
EAGLE CONSULTING LLC	1000-14-14100-515790-00000000-	12279	POP: 11/06/25-11/14/25-FOR LEADERSHIP TRAINING	109896	1/20/2026	2,437.50
	1000-14-14100-515790-00000000-	I-12318	POP: 12/03/25-12/18/25-FOR LEADERSHIP TRAINING	109896	1/20/2026	2,437.50
	Total Paid by Vendor					**4,875.00**
ELIZABETH LEIGH MANNING	1000-10-10200-515370-00000000-	INV-000589	POP: 01/15/26 - GRAPHIC SVS RES 25-967	109897	1/20/2026	240.00
	Total Paid by Vendor					**240.00**
ELWOOD STAFFING SERVICES, INC	1000-50-00000-515370-00000000-	3596719	POP: 01/05/26 - 01/11/26 WAGES FOR TEMP EMPLOYEES	90009717	1/20/2026	655.57
	1000-53-53200-515370-00000000-	3596720	POP: 01/05/26-01/11/26 - TEMP STAFFING FOR PARKING	90009717	1/20/2026	750.00

	1000-53-53200-515370-00000000-	3596999	POP: 1/12/26-01/18/26- TEMP STAFFING FOR PARKING	90009786	1/27/2026	750.00
	1000-52-52100-515370-00000000-	3596726	POP: 01/05/26-01/11/26 - LM TEMP PERSONNEL	90009860	2/3/2026	6,040.30
	1000-52-52100-515370-00000000-	3596729	POP: 01/05/26-01/11/26 - LM TEMP PERSONNEL	90009860	2/3/2026	707.02
	1000-52-52100-515370-00000000-	3596728	POP: 01/05/26-01/11/26 - LM TEMP PERSONNEL	90009860	2/3/2026	3,903.59
	1000-52-52100-515370-00000000-	3596723	POP: 01/05/26-01/11/26 - LM TEMP PERSONNEL	90009860	2/3/2026	2,251.71
	1000-52-52100-515370-00000000-	3597008	POP: 01/12/26-01/18/26 - LM TEMP PERSONNEL	90009860	2/3/2026	557.90
	1000-52-52100-515370-00000000-	3597009	POP: 01/12/26-01/18/26 - LM TEMP PERSONNEL	90009860	2/3/2026	3,178.30
	1000-52-52100-515370-00000000-	3597005	POP: 01/12/26-01/18/26 - LM TEMP PERSONNEL	90009860	2/3/2026	5,724.16
	1000-52-52100-515370-00000000-	3597007	POP: 01/12/26-01/18/26 - LM TEMP PERSONNEL	90009860	2/3/2026	3,644.87
	1000-52-52100-515370-00000000-	3597002	POP: 01/12/26-01/18/26 - LM TEMP PERSONNEL	90009860	2/3/2026	1,654.11
	1000-52-52100-515370-00000000-	3597010	POP: 01/12/26-01/18/26 - LM TEMP PERSONNEL	90009860	2/3/2026	3,076.52
	1000-52-52100-515370-00000000-	3596730	POP: 01/12/26-01/18/26 - LM TEMP PERSONNEL	90009860	2/3/2026	3,424.16
	1000-52-52100-515370-00000000-	3596731	POP: 01/05/26-01/11/26 - LM TEMP PERSONNEL	90009860	2/3/2026	5,532.74
	1000-53-53200-515370-00000000-	3611388	POP: 01/19/26-01/25/26 - TEMP STAFFING FOR PARKING	90009860	2/3/2026	750.00
	1000-50-00000-515370-00000000-	3596998	POP: 01/12/26-01/18/26-WAGES FOR TEMP EMPLOYEES	90009860	2/3/2026	540.56
	1000-50-00000-515370-00000000-	3611387	POP: 01/19/26-01/25/26-WAGES FOR TEMP EMPLOYEES	90009860	2/3/2026	604.12
	1000-52-52100-515370-00000000-	3611398	POP: 01/19/26-01/25/26 - LM TEMP PERSONNEL	90009860	2/3/2026	3,631.64
	1000-52-52100-515370-00000000-	3611397	POP: 01/19/26-01/25/26 - LM TEMP PERSONNEL	90009860	2/3/2026	559.57
	1000-52-52100-515370-00000000-	3611396	POP: 01/19/26-01/25/26 - LM TEMP PERSONNEL	90009860	2/3/2026	2,202.88
	1000-52-52100-515370-00000000-	3611394	POP: 01/19/26-01/25/26 - LM TEMP PERSONNEL	90009860	2/3/2026	7,616.48
	1000-52-52100-515370-00000000-	3611391	POP: 01/19/26-01/25/26 - LM TEMP PERSONNEL	90009860	2/3/2026	1,516.55
	1000-52-52100-515370-00000000-	3611400	POP: 01/19/26-01/25/26 - LM TEMP PERSONNEL	90009860	2/3/2026	3,432.74
	Total Paid by Vendor					**62,705.49**
EMERGENCY EQUIPMENT PROFESSIONALS INC	1000-15-15100-513030-00000000-	524066	COM TX 011526/524066	109898	1/20/2026	92.50
	1000-15-15100-513030-00000000-	524066	COM TX 011526/524066	109898	1/20/2026	214.65
	Total Paid by Vendor					**307.15**
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	433918	Payroll Run 1 - Warrant 260118	109977	1/22/2026	13,111.00
	Total Paid by Vendor					**13,111.00**
ENGINEERED MAINTENANCE SERVICES	1000-14-14300-513010-00000000-	36765/1	POP: 01/13/26 - REPAIRS	109899	1/20/2026	245.12
	Total Paid by Vendor					**245.12**
ESI ACQUISITION INC	1000-19-00000-515040-00000000-	PRENOTE-3	VOID CHECK & INVOICE AFTER SUCCESSFUL PRENOTE	110160	2/3/2026	1.00
	Total Paid by Vendor					**1.00**
F & B LAW FIRM PC	1000-18-00000-515372-00000000-	23278	POP: 12/31/25-01/21/26-OUTSIDE LEGAL SERVICES	110161	2/3/2026	17,875.00
	Total Paid by Vendor					**17,875.00**
FIFTH ASSET INC	1000-00-00000-140200-00000000-	DB2009350	POP: 02/01/26-01/31/27 DEBTBOOK SUPPORT FOR FN	110162	2/3/2026	33,000.00
	Total Paid by Vendor					**33,000.00**
FIRST ARRIVING IO, INC	1000-00-00000-140200-00000000-	6795	POP: 04/18/26-04/17/27 - DIGITAL DASHBOARD FIRE	110163	2/3/2026	23,428.38
	Total Paid by Vendor					**23,428.38**
FLEET FUELING	1000-41-41100-514010-00000000-	110184944	POP 12/26/25-1/25/26 TRAVEL FUEL CHARGES	110024	1/27/2026	334.47
	Total Paid by Vendor					**334.47**
FLOCK GROUP INC	1000-00-00000-140200-00000000-	INV-79491	POP:11/15/25-11/14/26 FLOCK SAFETY LPR, FKA FALCON	90009864	2/3/2026	15,000.00
	Total Paid by Vendor					**15,000.00**
FLS INC	1000-43-00000-515340-00000000-	INV-8982-A	POP: 12/02/25-12/22/25- FLS TRANSLATION SVC	109902	1/20/2026	135.00
	Total Paid by Vendor					**135.00**
FREIGHTLINER OF ARIZONA LLC	1000-15-15100-513030-00000000-	RA380017130:01	COM TX 012326/RA380017130:01	110108	1/27/2026	1,519.40
	1000-15-15100-513030-00000000-	RA380017130:01	COM TX 012326/RA380017130:01	110108	1/27/2026	72.99
	1000-15-15100-513030-00000000-	RA380017130:01	COM TX 012326/RA380017130:01	110108	1/27/2026	295.33
	Total Paid by Vendor					**1,887.72**
G6 INVESTMENTS, INC	1000-30-30200-515340-00000000-	11453	TROPHIES/AWARDS FOR SPECIAL POPULATION TALENT SHO	110020	1/27/2026	343.50
	Total Paid by Vendor					**343.50**
GALLS LLC	1000-42-42100-515670-00000000-	032865032	SIZING FOR NEW 5.11 UNIFORMS	90009721	1/20/2026	233.12
	1000-42-42100-515670-00000000-	033318143	2026 UNIFORM BLANKET	90009865	2/3/2026	80.68
	1000-42-42100-515670-00000000-	033318144	2026 UNIFORM BLANKET	90009865	2/3/2026	65.62
	1000-42-42100-515670-00000000-	033318096	2026 UNIFORM BLANKET	90009865	2/3/2026	422.25
	1000-42-42100-515670-00000000-	033317692	2026 UNIFORM BLANKET	90009865	2/3/2026	302.24
	1000-42-42100-515670-00000000-	033317688	2026 UNIFORM BLANKET	90009865	2/3/2026	313.87
	1000-42-42100-515670-00000000-	033317552	2026 UNIFORM BLANKET	90009865	2/3/2026	422.08
	1000-42-42100-515670-00000000-	033317434	2026 UNIFORM BLANKET	90009865	2/3/2026	82.08
	1000-42-42100-515670-00000000-	033317433	2026 UNIFORM BLANKET	90009865	2/3/2026	80.68
	1000-42-42100-515670-00000000-	033317313	2026 UNIFORM BLANKET	90009865	2/3/2026	532.60
	1000-42-42100-515050-00000000-	033318460	CADET CLASS 60 NEW HIRE UNIFORM BLANKE QT1	90009865	2/3/2026	370.00

	1000-42-42100-515670-00000000-	033317314	2026 UNIFORM BLANKET	90009865	2/3/2026	571.97
	1000-42-42100-515670-00000000-	033317196	2026 UNIFORM BLANKET	90009865	2/3/2026	163.63
	1000-42-42100-515670-00000000-	033317197	2026 UNIFORM BLANKET	90009865	2/3/2026	562.35
	1000-42-42100-515670-00000000-	033317277	2026 UNIFORM BLANKET	90009865	2/3/2026	82.08
	1000-42-42100-515670-00000000-	033318188	2026 UNIFORM BLANKET	90009865	2/3/2026	121.02
	1000-42-42100-515670-00000000-	033317312	2026 UNIFORM BLANKET	90009865	2/3/2026	428.53
	1000-42-42100-515670-00000000-	033317107	2026 UNIFORM BLANKET	90009865	2/3/2026	603.37
	1000-42-42100-515050-00000000-	033318463	CADET CLASS 60 NEW HIRE UNIFORM BLANKE QT1	90009865	2/3/2026	370.00
	1000-42-42100-515670-00000000-	033317102	2026 UNIFORM BLANKET	90009865	2/3/2026	157.26
	1000-42-42100-515670-00000000-	033317055	2026 UNIFORM BLANKET	90009865	2/3/2026	655.88
	1000-42-42100-515050-00000000-	033318701	CADET CLASS 60 NEW HIRE UNIFORM BLANKE QT1	90009865	2/3/2026	36.35
	1000-42-42100-515670-00000000-	033317048	2026 UNIFORM BLANKET	90009865	2/3/2026	375.51
	1000-42-42100-515670-00000000-	033316995	2026 UNIFORM BLANKET	90009865	2/3/2026	310.87
	1000-42-42100-515050-00000000-	033318702	CADET CLASS 60 NEW HIRE UNIFORM BLANKE QT1	90009865	2/3/2026	36.35
	1000-42-42100-515670-00000000-	033317290	2026 UNIFORM BLANKET	90009865	2/3/2026	214.18
	1000-42-42100-515670-00000000-	033316908	2026 UNIFORM BLANKET	90009865	2/3/2026	575.14
	1000-42-42100-515050-00000000-	033317334	CADET CLASS 60 NEW HIRE UNIFORM BLANKE QT1	90009865	2/3/2026	485.38
	1000-42-42100-515050-00000000-	033318321	CADET CLASS 60 NEW HIRE UNIFORM BLANKE QT1	90009865	2/3/2026	370.00
	1000-42-42100-515050-00000000-	033318322	CADET CLASS 60 NEW HIRE UNIFORM BLANKE QT1	90009865	2/3/2026	296.00
	1000-42-42100-515050-00000000-	033318323	CADET CLASS 60 NEW HIRE UNIFORM BLANKE QT1	90009865	2/3/2026	370.00
	1000-42-42100-515050-00000000-	033318324	CADET CLASS 60 NEW HIRE UNIFORM BLANKE QT1	90009865	2/3/2026	296.00
	1000-42-42100-515050-00000000-	033318703	CADET CLASS 60 NEW HIRE UNIFORM BLANKE QT1	90009865	2/3/2026	36.35
	1000-42-42100-515670-00000000-	033331674	2026 UNIFORM BLANKET	90009865	2/3/2026	227.16
	1000-42-42100-515670-00000000-	033318294	2026 UNIFORM BLANKET	90009865	2/3/2026	148.00
	1000-42-42100-515670-00000000-	033318295	2026 UNIFORM BLANKET	90009865	2/3/2026	148.00
	1000-42-42100-515670-00000000-	033318301	2026 UNIFORM BLANKET	90009865	2/3/2026	74.00
	1000-42-42100-515670-00000000-	033318305	2026 UNIFORM BLANKET	90009865	2/3/2026	74.00
	1000-42-42100-515670-00000000-	033318306	2026 UNIFORM BLANKET	90009865	2/3/2026	182.09
	1000-42-42100-515670-00000000-	033318303	2026 UNIFORM BLANKET	90009865	2/3/2026	148.00
	1000-42-42100-515670-00000000-	033318302	2026 UNIFORM BLANKET	90009865	2/3/2026	74.00
	1000-42-42100-515670-00000000-	033318293	2026 UNIFORM BLANKET	90009865	2/3/2026	148.00
	1000-42-42100-515670-00000000-	033318207	2026 UNIFORM BLANKET	90009865	2/3/2026	40.34
	1000-42-42100-515670-00000000-	033318202	2026 UNIFORM BLANKET	90009865	2/3/2026	80.68
	1000-42-42100-515670-00000000-	033318197	2026 UNIFORM BLANKET	90009865	2/3/2026	80.68
	1000-42-42100-515670-00000000-	033318196	2026 UNIFORM BLANKET	90009865	2/3/2026	40.34
	1000-42-42100-515670-00000000-	033318193	2026 UNIFORM BLANKET	90009865	2/3/2026	80.68
	1000-42-42100-515670-00000000-	033318206	2026 UNIFORM BLANKET	90009865	2/3/2026	40.34
	1000-42-42100-515670-00000000-	033318289	2026 UNIFORM BLANKET	90009865	2/3/2026	148.00
	1000-42-42100-515670-00000000-	033318209	2026 UNIFORM BLANKET	90009865	2/3/2026	161.36
	1000-42-42100-515670-00000000-	033318288	2026 UNIFORM BLANKET	90009865	2/3/2026	148.00
	1000-42-42100-515670-00000000-	033318208	2026 UNIFORM BLANKET	90009865	2/3/2026	121.02
	1000-42-42100-515670-00000000-	033318205	2026 UNIFORM BLANKET	90009865	2/3/2026	40.34
	1000-42-42100-515670-00000000-	033318199	2026 UNIFORM BLANKET	90009865	2/3/2026	157.27
	1000-42-42100-515670-00000000-	033318201	2026 UNIFORM BLANKET	90009865	2/3/2026	80.68
	1000-42-42100-515670-00000000-	033331669	2026 UNIFORM BLANKET	90009865	2/3/2026	153.16
	1000-42-42100-515670-00000000-	033331633	2026 UNIFORM BLANKET	90009865	2/3/2026	523.77
	1000-42-42100-515670-00000000-	033331632	2026 UNIFORM BLANKET	90009865	2/3/2026	366.13
	1000-42-42100-515670-00000000-	033331587	2026 UNIFORM BLANKET	90009865	2/3/2026	631.17
	1000-42-42100-515670-00000000-	033331583	2026 UNIFORM BLANKET	90009865	2/3/2026	592.75
	1000-42-42100-515670-00000000-	033331580	2026 UNIFORM BLANKET	90009865	2/3/2026	415.56
	Total Paid by Vendor					**15,148.96**
GEN-CO INC	1000-14-14300-513010-00000000-	61083	POP: 01/20/26 - GENERATOR REPAIRS & PMS	110164	2/3/2026	426.00
	Total Paid by Vendor					**426.00**
GOODYEAR SERVICE STORES	1000-00-00000-140101-00000000-	0000042530	TIRE - PART# 1400004 1400010	109903	1/20/2026	2,265.40
	1000-00-00000-140101-00000000-	0000042579	TIRE - PART# 1401990	110025	1/27/2026	2,526.40
	1000-00-00000-140101-00000000-	0000042592	TIRE - PART# 14000004 14000010	110025	1/27/2026	4,530.80
	1000-00-00000-140101-00000000-	0000042638	TIRE - PART# 1401990	110165	2/3/2026	2,526.40
	Total Paid by Vendor					**11,849.00**
GORRIE REGAN & ASSOCIATES	1000-53-53200-513010-00000000-	73020	POP: 11/21/25 - GENERAL REPAIRS- S.SOURCE	90009724	1/20/2026	495.00
	1000-53-53200-513010-00000000-	73179	POP: 11/10/25 - GENERAL REPAIRS- S. SOURCE	90009724	1/20/2026	245.32
	1000-53-53200-513040-00000000-	72744	POP: 11/12/25- AVIGILON PTZ ON ROOFTOP OF GARAGE D	90009724	1/20/2026	8,115.75

	Total Paid by Vendor					**8,856.07**
GRAYBAR ELECTRIC COMPANY	1000-14-14300-513010-00000000-	9351582616	LED FIXTURES - LOC# 476	109904	1/20/2026	247.21
	1000-75-75300-515340-00000000-	9351632365	ITEMS FOR STOCK-JASON TAYLOR	109904	1/20/2026	339.24
	1000-75-75300-515340-00000000-	9351796939	MULE TAPE-JASON TAYLOR	110026	1/27/2026	306.34
	1000-75-75300-515340-00000000-	9351839345	ITEMS FOR GORDON-OPTICOM BRACKET	110166	2/3/2026	47.07
	1000-14-14300-515610-00000000-	9351839858	TEMP POWER BOXES	110166	2/3/2026	1,363.38
	1000-55-55100-515340-00000000-	9351839866	PWS BLANKET FOR ELCTRICAL TIEMS FY26-Q2	110166	2/3/2026	5.88
	Total Paid by Vendor					**2,309.12**
GRAYSON CARTER & SON CONTRACTING INC	1000-42-42100-520500-00000000-	A25266-01	POP:10/13/25-11/30/25 FS# 12 RAMP REPLACEMENT	90009867	2/3/2026	164,518.14
	Total Paid by Vendor					**164,518.14**
GTEC LLC	1000-55-55300-515370-00000000-	4585	POP: 11/10/25-12/28/25-PROFESS SVCS-LITESPEED LANE	90009725	1/20/2026	6,168.50
	1000-55-55300-515370-00000000-	4704	POP:12/29/25-01/29/26 - PROFESS SVC-LITESPEED LANE	90009868	2/3/2026	2,372.50
	Total Paid by Vendor					**8,541.00**
GULF STATES DISTRIBUTORS	1000-41-41250-515340-00000000-	1501276-IN	SWAT NFDD TRAINING AIDS	109906	1/20/2026	4,810.00
	1000-50-00000-515670-00000000-	1501791-IN	BADGES FOR ANIMAL CONTROL OFFICERS	110027	1/27/2026	534.00
	1000-41-41100-515340-00000000-	1502175-IN	HANDCUFFS & LEG IRONS FOR STOCK	110167	2/3/2026	525.98
	Total Paid by Vendor					**5,869.98**
HEAD RUSH HOLDINGS LLC	1000-30-30200-515370-00000000-	1738931	AUTOMATIC BELAY SYSTEM ANNUAL REQUIRED MAINTENANC	110029	1/27/2026	386.06
	Total Paid by Vendor					**386.06**
HERITAGE LANDSCAPE SUPPLY GROUP, INC	1000-52-52700-513010-00000000-	0024560977-001	PRODIAMINE FOR SOUTH MAINT	90009727	1/20/2026	3,463.68
	1000-52-52700-513010-00000000-	0024425778-001	AQUAMASTER FOR SOUTH MAINT	90009727	1/20/2026	5,340.49
	1000-52-52300-513010-00000000-	0024638405-001	PRODIAMINE FOR SPORTS/IRRIGATION AREAS	90009727	1/20/2026	17,560.80
	1000-52-52300-513010-00000000-	0024828054-001	SENCOR HERBICIDE FOR SPORTS	90009870	2/3/2026	1,699.18
	1000-52-52300-513010-00000000-	0024841388-001	ROUNDUP FOR SPORTS	90009870	2/3/2026	967.68
	1000-52-52300-513010-00000000-	0024828084-001	MSMA & 2-4D FOR SPORTS	90009870	2/3/2026	2,450.40
	1000-52-52300-513010-00000000-	0024912050-001	PRODIAMINE, 2-4D, ROUNDUP - IRRIGATION	90009870	2/3/2026	4,390.74
	Total Paid by Vendor					**35,872.97**
HIGGINBOTHAM INSURANCE AGENCY, INC.	1000-00-00000-140200-00000000-	445261	POP: 10/31/25-10/31/26-PROPERTY INSURANCE	90009728	1/20/2026	234.26
	1000-00-00000-140200-00000000-	446435	POP: 10/31/25-10/31/26 -PROPERTY INSURANCE	90009728	1/20/2026	5,021.00
	1000-00-00000-140200-00000000-	450901	POP: 10/31/25-10/31/26-PROPERTY INSURANCE	90009871	2/3/2026	750.00
	1000-00-00000-140200-00000000-	452635	POP: 10/31/25-10/31/26-PROPERTY INSURANCE	90009871	2/3/2026	1,283.00
	Total Paid by Vendor					**7,288.26**
HILLS PET NUTRITION	1000-50-00000-515160-00000000-	255830655	DOG/CAT FOOD (Q2 BLANKET)	109907	1/20/2026	170.78
	1000-50-00000-515160-00000000-	255979213	DOG/CAT FOOD (Q2 BLANKET)	110168	2/3/2026	164.00
	1000-50-00000-515160-00000000-	255908538	DOG/CAT FOOD (Q2 BLANKET)	110168	2/3/2026	145.05
	Total Paid by Vendor					**479.83**
HLP INC	1000-50-00000-515042-00000000-	SIHLP00001852	POP:12/01/25-12/31/25-WEBLICENSING TRANSACTION FEE	90009872	2/3/2026	21.35
	Total Paid by Vendor					**21.35**
HOLSTON GASES INC	1000-30-30600-515340-00000000-	15760M	POP: 12/31/25- C02 FOR PH BALANCING	109908	1/20/2026	122.10
	1000-42-42100-515340-00000000-	211413	POP: 01/14/26 - O2 AND PROPANE REFILL	109908	1/20/2026	49.86
	1000-14-14100-515700-00000000-	190047	POP: 01/06/26 -PROPANE DELIVERED	109908	1/20/2026	454.86
	1000-30-30600-515340-00000000-	15979M	POP: 01/08/26 - FOR C02 FOR PH BALANCING	110030	1/27/2026	172.20
	1000-14-14100-515700-00000000-	220067	POP: 01/20/26 -PROPANE DELIVERED	110030	1/27/2026	657.02
	1000-14-14100-515700-00000000-	227710	POP: 01/23/26-PROPANE DELIVERED	110169	2/3/2026	297.05
	1000-14-14100-515700-00000000-	227706	POP: 01/23/26 -PROPANE DELIVERED	110169	2/3/2026	177.94
	1000-14-14100-515700-00000000-	220063	POP: 01/23/26 -PROPANE DELIVERED	110169	2/3/2026	753.38
	1000-42-42100-515340-00000000-	245876	POP: 01/26/26 - O2 AND PROPANE REFILL	110169	2/3/2026	19.99
	1000-42-42100-515340-00000000-	252680	POP: 01/28/26- O2 AND PROPANE REFILL	110169	2/3/2026	66.48
	1000-42-42100-515340-00000000-	231516	POP: 01/21/26 - O2 AND PROPANE REFILL	110169	2/3/2026	151.45
	1000-30-30600-515340-00000000-	16006M	POP: 01/21/26 C02 FOR PH BALANCING	110169	2/3/2026	620.40
	1000-30-30600-515340-00000000-	16004M	POP: 01/20/26 C02 FOR PH BALANCING	110169	2/3/2026	96.90
	Total Paid by Vendor					**3,639.63**
HON GROUP	1000-41-41100-515340-00000000-	2656692	REPLACEMENT CHAIR	110031	1/27/2026	720.63
	1000-41-41303-515340-00000000-	2660682	RECORDS CHAIRS	110031	1/27/2026	6,950.40
	Total Paid by Vendor					**7,671.03**
HUNTSVILLE CITY SCHOOLS	1000-00-00000-425130-00000000-	JAN APP FY26	JAN APPROP, LESS HPD COST, LESS 2800 POPLAR	90009729	1/20/2026	-150,000.00
	1000-14-14100-515700-00000000-	JAN APP FY26	JAN APPROP, LESS HPD COST, LESS 2800 POPLAR	90009729	1/20/2026	-4,723.92
	1000-00-00000-230300-00000000-	FY25 Tax True Up	Limestone Co Tax Collection Due HCS- FY25 True Up	90009797	1/27/2026	13,145.56
	1000-00-00000-230301-00000000-	FY25 Tax True Up	Limestone Co Tax Collection Due HCS- FY25 True Up	90009797	1/27/2026	21,361.54
	1000-00-00000-230302-00000000-	FY25 Tax True Up	Limestone Co Tax Collection Due HCS- FY25 True Up	90009797	1/27/2026	16,431.94
	1000-00-00000-610999-00000000-	DIST 1 - ORD 26-43	MLK/ROLLING HILLS/LAKEWOOD RODEO	110033	1/27/2026	5,000.00

	Total Paid by Vendor					**-98,784.88**
HUNTSVILLE FENCE COMPANY	1000-14-14300-513010-00000000-	0109	POP: 01/08/26 - SOUTHSIDE PARK FENCE	109909	1/20/2026	1,015.00
	Total Paid by Vendor					**1,015.00**
HUNTSVILLE FITNESS EQUIPMENT	1000-30-30600-515340-00000000-	27744	POP: 01/28/26 THE SMITH MACHINE-SHOWERS POOL	110170	2/3/2026	175.00
	Total Paid by Vendor					**175.00**
HUNTSVILLE PUBLIC DEFENDERS OFFICE LLC	1000-43-00000-515043-00000000-	IND DEF SERV-0126	POP: 01/01/26-01/31/26- HPDO LLC FY 2025-2026	90009796	1/27/2026	44,375.00
	Total Paid by Vendor					**44,375.00**
HUNTSVILLE SYMPHONY ORCHESTRA ASSOCIATION	1000-00-00000-610097-00000000-	FY26 Q1 & Q2	FY26 APPROPRIATION ORD NO. 25-744	110171	2/3/2026	95,500.00
	Total Paid by Vendor					**95,500.00**
HUNTSVILLE TRACTOR & EQUIPMENT INC	1000-15-15100-513030-00000000-	RO15820	COM TX 011226/RO15820	90009730	1/20/2026	309.00
	1000-15-15100-513030-00000000-	RO15820	COM TX 011226/RO15820	90009730	1/20/2026	1,453.59
	1000-15-15100-513030-00000000-	RO15820	COM TX 011226/RO15820	90009730	1/20/2026	5,700.00
	1000-15-15100-513030-00000000-	RO15820	COM TX 011226/RO15820	90009730	1/20/2026	198.88
	Total Paid by Vendor					**7,661.47**
HUNTSVILLE UTILITIES	1000-53-00000-515700-PK1065XX-	946583-012326	POP: 12/12/25-01/15/26- HUNTSVILLE UTILITIES	110172	2/3/2026	1,029.89
	1000-53-53200-515700-PK1020XX-	160936-012626	POP: 12/16/25-01/19/26 - HSV UTILITIES - SPRINKLER	110172	2/3/2026	78.28
	1000-53-53200-515700-PK1060XX-	653443-012626	POP: 12/15/25-01/19/26 - HSV UTILITIES	110172	2/3/2026	3,272.83
	1000-53-53200-515700-PK1066XX-	653442-012626	POP: 12/16/25-01/19/26 - HUNTSVILLE UTILITIES	110172	2/3/2026	16.67
	1000-53-53200-515700-PK1030XX-	161812-012626	POP: 12/15/25-01/16/26 - HUNTSVILLE UTILITIES	110172	2/3/2026	21.95
	Total Paid by Vendor					**4,419.62**
ILENE S SHOEMAKER	1000-12-12100-515370-00000000-	261-101	POP 12/18/25 STENOGRAPHER	110092	1/27/2026	1,416.65
	Total Paid by Vendor					**1,416.65**
IMPERIAL BAG & PAPER CO LLC	1000-14-14310-515310-00000000-	5462829	JANUARY 2026 JANITORIAL SUPPLIES ORDER	90009875	2/3/2026	2,343.10
	1000-14-14310-515310-00000000-	5468250	JANUARY 2026 JANITORIAL SUPPLIES ORDER	90009875	2/3/2026	279.92
	1000-14-14310-515310-00000000-	5473862	JANUARY 2026 JANITORIAL SUPPLIES ORDER	90009875	2/3/2026	503.80
	Total Paid by Vendor					**3,126.82**
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-55-55100-515340-00000000-	78613	FY26 Q2 PWS NON-BID ITEMS-BLANKET	109913	1/20/2026	39.79
	1000-55-55100-515340-00000000-	78578	FY26 Q2 PWS NON-BID ITEMS-BLANKET	109913	1/20/2026	63.44
	1000-55-55100-515340-00000000-	78536	FY26 Q2 PWS NON-BID ITEMS-BLANKET	109913	1/20/2026	591.80
	1000-55-55100-515340-00000000-	78535	FY26 Q2 PWS NON-BID ITEMS-BLANKET	109913	1/20/2026	99.72
	1000-55-55100-515340-00000000-	78541	FY26 Q2 PWS NON-BID ITEMS-BLANKET	109913	1/20/2026	250.60
	1000-55-55100-515340-00000000-	78585	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	109913	1/20/2026	27.99
	1000-55-55100-515340-00000000-	78617	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	109913	1/20/2026	36.72
	1000-52-52200-515340-00000000-	78494	NON-BID ITEMS - LANDSCAPE (BLANKET Q1)	109913	1/20/2026	399.72
	1000-52-52900-515340-00000000-	78615	NON-BID ITEMS - LANDSCAPE (BLANKET Q1)	109913	1/20/2026	295.90
	1000-55-55100-515340-00000000-	78537	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110173	2/3/2026	99.00
	1000-55-55100-515340-00000000-	78560	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110173	2/3/2026	51.44
	1000-55-55100-515340-00000000-	78690	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110035	1/27/2026	59.97
	1000-55-55100-515340-00000000-	78692	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110035	1/27/2026	814.86
	1000-55-55100-515340-00000000-	78664	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110035	1/27/2026	575.04
	1000-55-55100-515340-00000000-	78647	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110035	1/27/2026	147.08
	1000-55-55100-515340-00000000-	78637	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110035	1/27/2026	233.46
	1000-55-55100-515340-00000000-	78621	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110035	1/27/2026	69.50
	1000-51-00000-515340-00000000-	78685	JOHNSON LEVEL	110035	1/27/2026	17.44
	1000-51-00000-515340-00000000-	78684	NON-BID TOOLS/CONSTRUCTION ITEMS	110035	1/27/2026	161.08
	1000-52-52400-515340-00000000-	78656	NON-BID ITEMS - LANDSCAPE (BLANKET Q2)	110035	1/27/2026	52.74
	1000-52-52500-515340-00000000-	78725	NON-BID ITEMS - LANDSCAPE (BLANKET Q2)	110035	1/27/2026	521.54
	1000-75-75300-515340-00000000-	78626	LEATHER GLOVES	110035	1/27/2026	108.48
	1000-55-55100-515340-00000000-	78504	FY26 Q1 PWS NON-BID ITEMS-BLANKET	110035	1/27/2026	219.78
	1000-55-55100-515340-00000000-	78691	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110035	1/27/2026	19.42
	1000-55-55100-515340-00000000-	78839	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110035	1/27/2026	109.37
	1000-55-55100-515340-00000000-	78803	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110035	1/27/2026	13.78
	1000-55-55100-515340-00000000-	78802	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110035	1/27/2026	22.00
	1000-55-55100-515340-00000000-	78810	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110035	1/27/2026	324.58
	1000-55-55100-515340-00000000-	78797	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	110035	1/27/2026	250.20
	1000-55-55100-515340-00000000-	78662	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	110035	1/27/2026	6.75
	1000-55-55100-515340-00000000-	78646	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	110035	1/27/2026	872.84
	1000-55-55100-515340-00000000-	78622	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	110035	1/27/2026	26.68
	1000-55-55100-515340-00000000-	78693	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	110035	1/27/2026	53.28
	1000-55-55100-515340-00000000-	78792	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	110035	1/27/2026	171.00
	1000-52-52900-515340-00000000-	78704	MARKING PAINT FOR GREEN TEAM	110035	1/27/2026	47.50

	1000-55-55100-515340-00000000-	78665	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	110035	1/27/2026	17.84
	1000-42-42100-515340-00000000-	78650	OIL DRY FOR STATIONS	110035	1/27/2026	1,099.00
	1000-75-75100-515340-00000000-	78702	ENGINEER GRADE STAKES-JENNIFER COLEE	110035	1/27/2026	37.50
	1000-70-70200-515340-00000000-	78588	MATERIALS FOR DMP PROJ(WORK GLOVES)	110035	1/27/2026	47.03
	1000-55-55100-515340-00000000-	78782	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110173	2/3/2026	63.44
	1000-55-55100-515340-00000000-	78799	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110173	2/3/2026	90.04
	1000-55-55100-515340-00000000-	78719	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110173	2/3/2026	105.86
	1000-52-52300-515340-00000000-	78845	NON-BID ITEMS - LANDSCAPE (BLANKET Q2)	110173	2/3/2026	216.55
	1000-52-52600-515340-00000000-	78843	NON-BID ITEMS - LANDSCAPE (BLANKET Q2)	110173	2/3/2026	46.20
	1000-52-52400-515340-00000000-	78774	NON-BID ITEMS - LANDSCAPE (BLANKET Q2)	110173	2/3/2026	17.75
	1000-52-52300-515340-00000000-	78844	RAKES & GLOVES FOR SPORTS	110173	2/3/2026	310.80
	1000-55-55100-515340-00000000-	78577	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	110173	2/3/2026	130.33
	1000-55-55100-515340-00000000-	78776	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	110173	2/3/2026	9.15
	1000-55-55100-515340-00000000-	78718	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	110173	2/3/2026	57.00
	1000-55-55100-515340-00000000-	78781	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	110173	2/3/2026	57.00
	1000-55-55100-515340-00000000-	78806	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	110173	2/3/2026	51.24
	1000-55-55100-515340-00000000-	78817	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110173	2/3/2026	197.16
	1000-75-75300-515340-00000000-	78854	LID PULLERS-GORDON LACROIX	110173	2/3/2026	93.33
	1000-55-55100-515340-00000000-	78837	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110173	2/3/2026	1,041.90
	1000-55-55100-515340-00000000-	78818	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	110173	2/3/2026	81.00
	1000-55-55100-515340-00000000-	78895	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	110173	2/3/2026	171.68
	1000-55-55100-515340-00000000-	78871	FY26 Q2-BID ITEMS MAINT/CONST BLANKET	110173	2/3/2026	171.00
	1000-55-55100-515340-00000000-	78899	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110173	2/3/2026	278.88
	1000-55-55100-515340-00000000-	78900	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110173	2/3/2026	443.39
	1000-55-55100-515340-00000000-	78901	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110173	2/3/2026	10.22
	1000-55-55100-515340-00000000-	78729	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110173	2/3/2026	139.35
	1000-52-52700-515340-00000000-	78885	NON-BID ITEMS - LANDSCAPE (BLANKET Q2)	110173	2/3/2026	319.26
	1000-55-55100-515340-00000000-	78661	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110173	2/3/2026	239.76
	1000-55-55100-515340-00000000-	78816	FY26 Q2 PWS NON-BID ITEMS-BLANKET	110173	2/3/2026	59.18
	1000-52-52300-515340-00000000-	78943	NON-BID ITEMS - LANDSCAPE (BLANKET Q2)	110173	2/3/2026	220.32
	1000-52-52600-515340-00000000-	78928	NON-BID ITEMS - LANDSCAPE (BLANKET Q2)	110173	2/3/2026	305.82
	Total Paid by Vendor					**12,983.47**
INSIGHT GLOBAL LLC	1000-17-17100-515370-00000000-	11005953909	POP: 01/04/26-10/10/26 - TEMPS FOR FY2026 ITS	110036	1/27/2026	2,240.00
	1000-14-14300-515370-00000000-	11005948644	POP: 01/04/26-01/10/26- SECUR CONTROLS TECHNICIAN	110036	1/27/2026	2,400.00
	1000-12-12100-515370-00000000-	11005948656	POP: 01/04/26-01/10/26- TEMP FOR -MC SCANNING	110036	1/27/2026	1,950.00
	1000-17-17100-515370-00000000-	11005974596	POP: 01/11/26-01/17/26-TEMPS FOR FY2026 ITS	110036	1/27/2026	2,128.00
	1000-14-14300-515370-00000000-	11005973280	POP: 01/11/26-01/17/26- SECUR CONTROLS TECHNICIAN	110036	1/27/2026	2,400.00
	1000-12-12100-515370-00000000-	11005971408	POP: 01/11/26-01/18/26 TEMP FOR MC SCANNING	110174	2/3/2026	1,950.00
	1000-13-13100-515370-00000000-	11005990402	POP: 01/18/26-01/24/26 -LICENSE SEASON EXP. 4/1/26	110174	2/3/2026	1,425.32
	1000-13-13100-515370-00000000-	11005990401	POP: 12/14/25-12/20/25-LICENSE SEASON EXP. 4/1/26	110174	2/3/2026	1,373.85
	1000-13-13100-515370-00000000-	11005990397	POP: 01/11/26-01/17/26-LICENSE SEASON EXP. 4/1/26	110174	2/3/2026	1,093.40
	1000-13-13100-515370-00000000-	11005990400	POP: 12/28/25-01/03/26-LICENSE SEASON EXP. 4/1/26	110174	2/3/2026	1,420.00
	1000-13-13100-515370-00000000-	11005990398	POP: 12/07/25-12/13/25-LICENSE SEASON EXP. 4/1/26	110174	2/3/2026	1,420.00
	1000-13-13100-515370-00000000-	11005990403	POP: 12/21/25-12/27/25-LICENSE SEASON EXP. 4/1/26	110174	2/3/2026	781.00
	1000-13-13100-515370-00000000-	11005990399	POP: 01/04/26-01/10/26-LICENSE SEASON EXP. 4/1/26	110174	2/3/2026	1,136.00
	1000-13-13100-515370-00000000-	11005994174ADJ	POP:01/11/26-01/17/26- TEMP FOR B/L SEASON EXP 4/1	110174	2/3/2026	21.87
	1000-13-13100-515370-00000000-	11005994173ADJ	POP:01/18/26-01/24/26 -TEMP FOR B/L SEASON EXP 4/1	110174	2/3/2026	28.51
	1000-13-13100-515370-00000000-	11005994159ADJ	POP:12/14/25-12/20/25 -TEMP FOR B/L SEASON EXP 4/1	110174	2/3/2026	27.48
	1000-13-13100-515370-00000000-	11005994158ADJ	POP:12/28/25-01/03/26-TEMP FOR B/L SEASON EXP 4/1	110174	2/3/2026	28.40
	1000-13-13100-515370-00000000-	11005994177ADJ	POP:12/07/25-12/13/25-TEMP FOR B/L SEASON EXP 4/1	110174	2/3/2026	28.40
	Total Paid by Vendor					**21,852.23**
JAKE MARSHALL SERVICE INC	1000-14-14300-513010-00000000-	HUNTSVILLE-508196	POP: 12/16/25 -HONEYWELL HVAC CONTROLS	90009733	1/20/2026	208.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-508722	POP:07/02/25 -MATERIALS HONEYWELL HVAC CONTROLS	90009801	1/27/2026	2,025.78
	Total Paid by Vendor					**2,233.78**
JAMAR TECHNOLOGIES INC	1000-75-75200-515340-00000000-	0068571	ITEMS FOR COUNTERS-TOM SISCO	110176	2/3/2026	3,790.00
	Total Paid by Vendor					**3,790.00**
JAMES MONAGHAN	1000-14-14300-513010-00000000-	5902	POP 1/7/26-1/8/26 GREENHOUSE DOOR REPLACEMENT	90009738	1/20/2026	1,670.00
	1000-55-55100-513010-00000000-	5904	POP 1/8/26-1/15/26 AWNING ADDITION TO PWS CONST	90009884	2/3/2026	7,570.00
	Total Paid by Vendor					**9,240.00**
JAMES R HALL	1000-15-15100-513030-00000000-	79643	COM TX 011226/79643	90009748	1/20/2026	65.00
	1000-15-15100-513030-00000000-	79643	COM TX 011226/79643	90009748	1/20/2026	50.40

		1000-15-15100-513030-00000000-	79745	COM TX 011226/79745	90009748	1/20/2026	65.00
		1000-15-15100-513030-00000000-	80049	COM TX 011226/80049	90009748	1/20/2026	65.00
		1000-15-15100-513030-00000000-	80050	COM TX 011226/80050	90009748	1/20/2026	65.00
		1000-15-15100-513030-00000000-	80069	COM TX 011226/80069	90009748	1/20/2026	65.00
		1000-15-15100-513030-00000000-	80070	COM TX 011226/80070	90009748	1/20/2026	65.00
		1000-15-15100-513030-00000000-	80071	COM TX 011226/80071	90009748	1/20/2026	65.00
		1000-15-15100-513030-00000000-	80072	COM TX 011226/80072	90009748	1/20/2026	65.00
		1000-15-15100-513030-00000000-	80076	COM TX 011226/80076	90009748	1/20/2026	65.00
		1000-15-15100-513030-00000000-	80080	COM TX 011226/80080	90009748	1/20/2026	100.00
		1000-15-15100-513030-00000000-	80083	COM TX 011226/80083	90009748	1/20/2026	65.00
		1000-15-15100-513030-00000000-	80086	COM TX 011226/80086	90009748	1/20/2026	100.00
		1000-15-15100-513030-00000000-	80089	COM TX 011226/80089	90009748	1/20/2026	65.00
		1000-15-15100-513030-00000000-	80097	COM TX 011226/80097	90009748	1/20/2026	65.00
		1000-15-15100-513030-00000000-	80142	COM TX 011226/80142	90009748	1/20/2026	65.00
		1000-15-15100-513030-00000000-	80143	COM TX 011226/80143	90009748	1/20/2026	65.00
		1000-15-15100-513030-00000000-	80159	COM TX 011226/80159	90009748	1/20/2026	375.00
		1000-15-15100-513030-00000000-	80160	COM TX 011226/80160	90009748	1/20/2026	65.00
		1000-15-15100-513030-00000000-	80160	COM TX 011226/80160	90009748	1/20/2026	10.20
		1000-15-15100-513030-00000000-	80178	COM TX 011226/80178	90009748	1/20/2026	375.00
		1000-15-15100-513030-00000000-	80058	COM TX 012326/80058	90009816	1/27/2026	65.00
		1000-15-15100-513030-00000000-	80058	COM TX 012326/80058	90009816	1/27/2026	21.60
		1000-15-15100-513030-00000000-	80061	COM TX 012326/80061	90009816	1/27/2026	65.00
		1000-15-15100-513030-00000000-	80062	COM TX 012326/80062	90009816	1/27/2026	65.00
		1000-15-15100-513030-00000000-	80157	COM TX 012326/80157	90009816	1/27/2026	65.00
		1000-15-15100-513030-00000000-	80158	COM TX 012326/80158	90009816	1/27/2026	65.00
		1000-15-15100-513030-00000000-	80158	COM TX 012326/80158	90009816	1/27/2026	33.30
		1000-15-15100-513030-00000000-	80161	COM TX 012326/80161	90009816	1/27/2026	65.00
		1000-15-15100-513030-00000000-	80162	COM TX 012326/80162	90009816	1/27/2026	100.00
		1000-15-15100-513030-00000000-	80163	COM TX 012326/80163	90009816	1/27/2026	65.00
		1000-15-15100-513030-00000000-	80167	COM TX 012326/80167	90009816	1/27/2026	65.00
		1000-15-15100-513030-00000000-	80168	COM TX 012326/80168	90009816	1/27/2026	100.00
		1000-15-15100-513030-00000000-	80169	COM TX 012326/80169	90009816	1/27/2026	100.00
		1000-15-15100-513030-00000000-	80181	COM TX 012326/80181	90009816	1/27/2026	100.00
		1000-15-15100-513030-00000000-	80181	COM TX 012326/80181	90009816	1/27/2026	39.20
		1000-15-15100-513030-00000000-	80182	COM TX 012326/80182	90009816	1/27/2026	65.00
		1000-15-15100-513030-00000000-	80182	COM TX 012326/80182	90009816	1/27/2026	29.40
		1000-15-15100-513030-00000000-	80184	COM TX 012326/80184	90009816	1/27/2026	65.00
		1000-15-15100-513030-00000000-	80184	COM TX 012326/80184	90009816	1/27/2026	27.30
		1000-15-15100-513030-00000000-	80189	COM TX 012326/80189	90009816	1/27/2026	65.00
		1000-15-15100-513030-00000000-	80193	COM TX 012326/80193	90009816	1/27/2026	65.00
		1000-15-15100-513030-00000000-	80196	COM TX 012326/80196	90009816	1/27/2026	65.00
		1000-15-15100-513030-00000000-	80222	COM TX 012326/80222	90009816	1/27/2026	65.00
		1000-15-15100-513030-00000000-	80224	COM TX 012326/80224	90009816	1/27/2026	100.00
		1000-15-15100-513030-00000000-	80225	COM TX 012326/80225	90009816	1/27/2026	65.00
		1000-15-15100-513030-00000000-	79753	COM TX 012726/79753	90009895	2/3/2026	65.00
		1000-15-15100-513030-00000000-	79770	COM TX 012726/79770	90009895	2/3/2026	65.00
		1000-15-15100-513030-00000000-	80079	COM TX 012726/80079	90009895	2/3/2026	65.00
		1000-15-15100-513030-00000000-	80154	COM TX 012726/80154	90009895	2/3/2026	65.00
		1000-15-15100-513030-00000000-	80172	COM TX 012726/80172	90009895	2/3/2026	65.00
		1000-15-15100-513030-00000000-	80208	COM TX 012726/80208	90009895	2/3/2026	65.00
		1000-15-15100-513030-00000000-	80226	COM TX 012726/80226	90009895	2/3/2026	65.00
		1000-15-15100-513030-00000000-	80228	COM TX 012726/80228	90009895	2/3/2026	65.00
		1000-15-15100-513030-00000000-	80230	COM TX 012726/80230	90009895	2/3/2026	65.00
		1000-15-15100-513030-00000000-	80231	COM TX 012726/80231	90009895	2/3/2026	100.00
		1000-15-15100-513030-00000000-	80232	COM TX 012726/80232	90009895	2/3/2026	65.00
		1000-15-15100-513030-00000000-	80233	COM TX 012726/80233	90009895	2/3/2026	65.00
		1000-15-15100-513030-00000000-	80235	COM TX 012726/80235	90009895	2/3/2026	300.00
		1000-15-15100-513030-00000000-	80238	COM TX 012726/80238	90009895	2/3/2026	65.00
		1000-15-15100-513030-00000000-	80242	COM TX 012726/80242	90009895	2/3/2026	65.00
		1000-15-15100-513030-00000000-	80244	COM TX 012726/80244	90009895	2/3/2026	65.00
		1000-15-15100-513030-00000000-	80245	COM TX 012726/80245	90009895	2/3/2026	100.00

	1000-15-15100-513030-00000000-	80247	COM TX 012726/80247	90009895	2/3/2026	65.00
	1000-15-15100-513030-00000000-	80250	COM TX 012726/80250	90009895	2/3/2026	65.00
	1000-15-15100-513030-00000000-	80251	COM TX 012726/80251	90009895	2/3/2026	65.00
	1000-15-15100-513030-00000000-	80252	COM TX 012726/80252	90009895	2/3/2026	65.00
	1000-15-15100-513030-00000000-	80253	COM TX 012726/80253	90009895	2/3/2026	65.00
	1000-15-15100-513030-00000000-	80257	COM TX 012726/80257	90009895	2/3/2026	100.00
	1000-15-15100-513030-00000000-	80258	COM TX 012726/80258	90009895	2/3/2026	65.00
	1000-15-15100-513030-00000000-	80264	COM TX 012726/80264	90009895	2/3/2026	100.00
	1000-15-15100-513030-00000000-	80272	COM TX 012726/80272	90009895	2/3/2026	375.00
	1000-15-15100-513030-00000000-	80272	COM TX 012726/80272	90009895	2/3/2026	43.80
	Total Paid by Vendor					**6,030.20**
JASMINA CLYBURN	1000-00-00000-210101-00000000-	434082	Payment to beneficiary of deceased employee 18558	110037	1/27/2026	20,012.86
	Total Paid by Vendor					**20,012.86**
JASON WAYNE BOOTH	1000-18-00000-515372-00000000-	INV-002346	POP: 12/13/25-01/31/26 - OUTSIDE LEGAL SERIVCES	110038	1/27/2026	1,250.00
	1000-18-00000-515372-00000000-	INV-002347	POP: 12/01/25 - OUTSIDE LEGAL SERIVCES	110038	1/27/2026	593.75
	1000-18-00000-515372-00000000-	INV-002344	POP: 01/02/26-01/13/26 - OUTSIDE LEGAL SERVICES	110177	2/3/2026	862.50
	Total Paid by Vendor					**2,706.25**
JENNIFER L BREUER	1000-52-52900-515010-00000000-	3058	POP:01/01/26-12/31/26 ADVERTISEMENT GREEN TEAM	109946	1/20/2026	3,750.00
	Total Paid by Vendor					**3,750.00**
JOMO'S POWER EQUIPMENT PARTS & SERVICE INC	1000-55-55100-515340-00000000-	257226	FY26-Q2 BLANKET FOR CHAINS/BARS ONLY (PWS)	90009734	1/20/2026	121.53
	1000-55-55100-515340-00000000-	257220	FY26-Q2 BLANKET FOR CHAINS/BARS ONLY (PWS)	90009734	1/20/2026	410.40
	1000-55-55100-515340-00000000-	257167	FY26-Q2 BLANKET FOR CHAINS/BARS ONLY (PWS)	90009734	1/20/2026	275.06
	1000-55-55100-515340-00000000-	257227	FY26-Q2 BLANKET FOR CHAINS/BARS ONLY (PWS)	90009734	1/20/2026	87.83
	1000-52-52600-515340-00000000-	257991	SUPPLIES FOR EQUIPMENT - LM (BLANKET Q2)	90009876	2/3/2026	161.70
	1000-55-55100-515340-00000000-	257175	FY26-Q2 BLANKET FOR CHAINS/BARS ONLY (PWS)	90009876	2/3/2026	90.20
	1000-75-75300-515340-00000000-	258234	BACKPACK BLOWER-KENDALL	90009876	2/3/2026	499.99
	Total Paid by Vendor					**1,646.71**
K2 TOWERS III LLC	1000-17-17400-513040-00000000-	142408	POP: 02/01/26-02/01/27 20-1147 LEDGES TOWER LEASE	110179	2/3/2026	6,945.75
	Total Paid by Vendor					**6,945.75**
KANSAS PAYMENT CENTER	1000-00-00000-210180-00000000-	433936	Payroll Run 1 - Warrant 260118	109984	1/22/2026	306.00
	Total Paid by Vendor					**306.00**
KASEY BECKER	1000-14-14310-515370-00000000-	41248	POP: 12/01/25-12/31/25- QTR 1 PORTALET SERVICE	109915	1/20/2026	150.00
	1000-14-14310-515370-00000000-	41247	POP: 12/01/25-12/31/25-QTR 1 PORTALET SERVICE	109915	1/20/2026	150.00
	1000-14-14310-515370-00000000-	41236	POP: 12/01/25-12/31/25- QTR 1 PORTALET SERVICE	109915	1/20/2026	85.00
	1000-55-55100-515340-00000000-	41246	POP: 12/01/25-12/31/25-PORT-A-LET SERVICES FOR PWS	109915	1/20/2026	85.00
	1000-53-53200-513010-PK1055XX-	41344	POP: 01/01/26-01/31/26 - PORTA POTTY LOT K	110041	1/27/2026	85.00
	1000-30-30400-515340-00000000-	41340	POP:12/10/25-WASTE DUMP/PUMPINIG SVC BIG SPRING	110180	2/3/2026	450.00
	1000-52-52900-515520-00000000-	41252	POP: 12/01/25-12/31/25 -PORT-A-LET - HAYS, GS, CG	110180	2/3/2026	85.00
	1000-52-52900-515520-00000000-	41216	POP:11/01/25-11/30/25- PORT-A-LET - HAYS, GS, CG	110180	2/3/2026	85.00
	1000-14-14310-515370-00000000-	41347	POP:01/01/26-01/31/25 - QTR 2 PORTALET SERVICE	110180	2/3/2026	150.00
	1000-14-14310-515370-00000000-	41346	POP: 01/01/26-01/31/26 - QTR 2 PORTALET SERVICE	110180	2/3/2026	150.00
	Total Paid by Vendor					**1,475.00**
KATHLEEN A SKEMP ZIMMERMAN	1000-16-16100-515370-00000000-	HEARING 010926	POP:10/16/25-12/02/25-HEARING OFFICER, RES. 22-787	109971	1/20/2026	750.00
	Total Paid by Vendor					**750.00**
KNOLOGY OF HUNTSVILLE	1000-17-17100-515070-00000000-	325440501-0126	POP 1/20/26-2/19/26 FOR WOW SERVICES COH	110247	2/3/2026	105.98
	1000-17-17100-515070-00000000-	336751701-0126	POP 1/20/26-2/19/26 FOR WOW SERVICES COH	110247	2/3/2026	555.22
	Total Paid by Vendor					**661.20**
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	9010725612	POP: 01/01/25-12/31/25- COPY SERVICES	109916	1/20/2026	268.74
	1000-17-17100-515250-00000000-	505958608	POP: 12/01/25-12/31/25- MAINTENANCE FOR COPIER	110044	1/27/2026	193.51
	1000-17-17100-515250-00000000-	9010727675	POP: 12/07/25-12/31/25- COVERAGE FOR COPIER SVC	110181	2/3/2026	95.21
	Total Paid by Vendor					**557.46**
LANIER FORD SHAVER & PAYNE PC	1000-18-00000-515372-00000000-	270465	POP: 12/01/25-12/31/25- OUTSIDE LEGAL SERVICES	90009735	1/20/2026	4,517.50
	1000-18-00000-515372-00000000-	270451	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	1,527.50
	1000-18-00000-515372-00000000-	270458	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	1,950.00
	1000-18-00000-515372-00000000-	270459	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	3,787.95
	1000-18-00000-515372-00000000-	270456	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	1,267.50
	1000-18-00000-515372-00000000-	270457	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	845.00
	1000-18-00000-515372-00000000-	270467	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	6,175.00
	1000-18-00000-515372-00000000-	270462	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	4,225.00
	1000-18-00000-515372-00000000-	270460	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	20,494.55
	1000-18-00000-515372-00000000-	270469	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	8,170.13

	Total Paid by Vendor					**52,960.13**
LASHEETA CARROLL	1000-30-30200-515370-00000000-	L. CARROLL-123125	POP: 12/20/25- ART INSTRUCTOR AT OPTIMIST	110048	1/27/2026	100.00
	Total Paid by Vendor					**100.00**
LAUREN GOWINS	1000-74-74400-515370-00000000-	2589	POP: 01/01/26 - 12/31/26 - 2026 WIMW WEB HOSTING	110008	1/27/2026	250.00
	Total Paid by Vendor					**250.00**
LEE COMPANY	1000-14-14300-513010-00000000-	LEE-001615589	POP: 01/07/26- PLUMBING REPAIRS	110049	1/27/2026	274.50
	1000-14-14300-513010-00000000-	LEE-001613168	POP: 12/10/25- MAINTENANCE ON (1) BURNHAM BOILER	110049	1/27/2026	4,207.81
	Total Paid by Vendor					**4,482.31**
LEES MAGIC TUNNEL	1000-15-15100-513030-00000000-	32374	COM TX 020226/32374	110182	2/3/2026	28.00
	1000-15-15100-513030-00000000-	32426	COM TX 020226/32426	110182	2/3/2026	40.00
	Total Paid by Vendor					**68.00**
LIMESTONE COUNTY WATER AND SEWER AUTHORITY	1000-14-14100-515700-00000000-	111127-0126	POP: 12/12/25-01/13/26 - FIRE STATION 20 UTILITIES	90009803	1/27/2026	94.41
	1000-14-14100-515700-00000000-	111694-0126	POP: 12/12/25-01/13/26- FIRE STATION 20 UTILITIES	90009803	1/27/2026	126.78
	1000-14-14100-515700-00000000-	111690-0126	POP: 12/12/25 - 01/13/26 FIRE STATION 20 UTILITIES	90009803	1/27/2026	94.41
	Total Paid by Vendor					**315.60**
LINDA HOLLEY	1000-00-00000-210101-00000000-	434363	Payment for Beneficiary Deceased emp Joel Holley	110050	1/27/2026	35,928.74
	Total Paid by Vendor					**35,928.74**
LISA WARNER	1000-50-00000-515163-00000000-	112405	POP: 12/31/25-1/2/26 LISP & MED FOR SICK ANIMALS	110032	1/27/2026	2,060.00
	1000-50-00000-515163-00000000-	112247	POP:11/13/25-11/14/25LISP & MEDICAL, SICK ANIMALS	110032	1/27/2026	3,280.00
	Total Paid by Vendor					**5,340.00**
LUMINOUS VET SERVICES LLC	1000-50-00000-515370-00000000-	1068	POP: 01/02/26-01/30/26 -CONTRACT VETERINARIAN SVCS	90009878	2/3/2026	2,825.00
	Total Paid by Vendor					**2,825.00**
M & H FIRE AND SAFETY EQUIPMENT INC	1000-14-14300-513010-00000000-	14112261	POP 1/9/26 FIRE EXTINGUISHERS	90009879	2/3/2026	1,199.25
	1000-14-14300-513010-00000000-	1419261	POP 1/9/26 FIRE EXTINGUISHERS SERVICE	90009879	2/3/2026	400.55
	1000-14-14300-513010-00000000-	1418263	POP 1/8/26 FIRE EXTINGUISHERS SERVICE	90009879	2/3/2026	109.80
	1000-14-14300-513010-00000000-	14115262	POP 1/15/26 FIRE EXTINGUISHERS SERVICE	90009879	2/3/2026	623.35
	1000-14-14300-513010-00000000-	14121261	POP 1/21/26 FIRE EXTINGUISHERS SERVICE	90009879	2/3/2026	526.85
	1000-14-14300-513010-00000000-	45120261	POP 1/20/26 FIRE EXTINGUISHERS SERVICE	90009879	2/3/2026	207.55
	1000-14-14300-513010-00000000-	14112261-A	POP 1/12/26 FIRE EXTINGUISHERS SERVICE	90009879	2/3/2026	49.70
	1000-14-14300-513010-00000000-	14114261	POP 1/14/26 FIRE EXTINGUISHERS SERVICE	90009879	2/3/2026	643.05
	Total Paid by Vendor					**3,760.10**
MADISON COUNTY AUTO PARTS INC	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	44.04
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	7.20
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	6.52
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	10.98
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	38.10
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	35.85
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	5.54
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	47.73
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	20.55
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	5.54
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	11.25
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	30.38
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	126.60
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	7.32
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	4.43
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	38.10
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	35.85
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	44.04
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	5.54
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	4.43
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	38.10
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	35.85
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	44.04
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	45.57
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	56.01
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	45.57
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	56.01
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	225.65
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	23.10
	1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	33.98

		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	347.60
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	3.30
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	121.16
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	6.41
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	4.71
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	13.29
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	3.66
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	4.43
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	5.54
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	18.47
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	39.12
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	80.60
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	35.85
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	38.10
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	5.54
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	102.76
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	46.32
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	5.94
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	102.30
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	18.05
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	44.30
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	533.80
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	210.58
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	530.24
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	569.62
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	5.54
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	41.44
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	5.30
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	216.72
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	69.61
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		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	28.68
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		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	36.41
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	10.12
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	147.54
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	190.48
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		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	29.41
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		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	48.15
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		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	569.62
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	51.00
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		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	1.32
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		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	0.06
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		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	70.01
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		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	192.37
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		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	64.40
		1000-15-15100-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	15.06
		1000-15-15100-513030-00000000-	278960	CARBON MONOXIDE DETECTORS - HPD VEHICLES	109918	1/20/2026	957.01
		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	7.05
		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	12.18
		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	177.20
		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	7.05
		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	2,668.80
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		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	222.44
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		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	74.40
		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	7.05
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		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	18.60
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		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	374.82
		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	48.40
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		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	155.82
		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	147.54
		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	282.60
		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	312.60
		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	93.80
		1000-15-15100-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	189.70
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	7.05
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	24.00
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	7.05
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	11.08
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	11.70
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	22.22
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	123.84
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	282.60
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	5.94
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	19.04
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	19.64
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	7.05
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	93.80
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	3.22
		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	14.90
		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	17.03
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	3.22
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		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	17.03
		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	13.89
		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	2.95
		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	13.29
		1000-15-15100-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	5.94
		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	5.94
		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	7.05

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		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	123.84
		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	10.39
		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	85.98
		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	155.82
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		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	38.13
		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	5.54
		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	106.35
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		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	222.43
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		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	8.99
		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	2.58
		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	228.00
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		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	29.72
		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	9.04
		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	7.05
		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	7.05
		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	88.60
		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	12.68
		1000-15-15100-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	7.05
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	14.66
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	41.74
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	3.66
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	19.27
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	17.03
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	6.94
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	11.59
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	5.54
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	16.50
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	11.60
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	77.97
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		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	5.14
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		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	9.52
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		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	50.16
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	24.66
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		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	17.60
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	26.23
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		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	44.60
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		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	18.60

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		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	224.29
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	66.43
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		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	72.41
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		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	177.20
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		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	58.86
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	6.37
		1000-15-15100-513030-00000000-	279079	NAPA TRX DATE 012026	110051	1/27/2026	7.05
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	4.43
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	141.51
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	142.86
		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	63.28
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	26.73
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	114.23
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	193.86
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	75.56
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	563.13
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	19.99
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	189.70
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	16.74
		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	6.20
		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	150.86
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	37.43
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	7.05
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	67.65
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	233.54
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	2,693.04
		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	233.54
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	5.54
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	7.05
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	126.41
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	58.26
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	945.94
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	54.22
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	282.60
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	3.30
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		1000-15-15100-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	7.05
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		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	189.62
		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	18.08
		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	147.54
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		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	22.14
		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	3.66
		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	5.94
		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	7.05
		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	40.52
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		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	12.15
		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	95.40
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		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	23.95
		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	25.23

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		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	71.94
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		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	19.22
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		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	448.10
		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	7.05
		1000-15-15100-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	7.05
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		1000-15-15100-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	7.05
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		1000-15-15100-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	34.00
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		1000-15-15100-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	637.56
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		1000-15-15100-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	391.23
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		1000-15-15100-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	27.28
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		1000-15-15100-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	1.24
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		1000-15-15100-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	1.08
		1000-15-15100-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	1.40
		1000-15-15100-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	25.76
		1000-15-15100-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	24.37
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		1000-15-15100-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	718.94
		1000-15-15100-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	27.09
		1000-15-15100-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	6.70
		1000-15-15100-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	3.34
		1000-15-15100-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	135.29

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		1000-15-15100-513030-00000000-	279263	NAPA TRX DATE 012626	110051	1/27/2026	18.60
		1000-15-15100-513030-00000000-	279263	NAPA TRX DATE 012626	110051	1/27/2026	44.30
		1000-15-15100-513030-00000000-	279263	NAPA TRX DATE 012626	110051	1/27/2026	7.33
		1000-15-15100-513030-00000000-	279263	NAPA TRX DATE 012626	110051	1/27/2026	154.19
		1000-15-15100-513030-00000000-	279263	NAPA TRX DATE 012626	110051	1/27/2026	27.47
		1000-15-15100-513030-00000000-	279263	NAPA TRX DATE 012626	110051	1/27/2026	59.62
		1000-15-15100-513030-00000000-	279263	NAPA TRX DATE 012626	110051	1/27/2026	22.14
		1000-15-15100-513030-00000000-	279263	NAPA TRX DATE 012626	110051	1/27/2026	222.43
		1000-15-15100-513030-00000000-	279263	NAPA TRX DATE 012626	110051	1/27/2026	771.54
		1000-15-15100-513030-00000000-	279263	NAPA TRX DATE 012626	110051	1/27/2026	7.05
		1000-15-15100-513030-00000000-	279263	NAPA TRX DATE 012626	110051	1/27/2026	44.30
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		1000-15-15100-513030-00000000-	279263	NAPA TRX DATE 012626	110051	1/27/2026	771.54
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		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	384.30
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	6.70
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	11.77
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	23.95
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	7.05
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	23.95
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	7.05
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	19.64
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	7.05
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	28.96
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		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	85.37
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		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	749.22
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		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	7.05
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		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	25.09
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	20.55
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		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	325.62
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		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	322.72
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		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	748.16
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	363.16
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	965.34
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	19.64
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	7.05
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	295.08
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	44.30
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	18.60
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	9.69
		1000-15-15100-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	5.54
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		1000-15-15100-515340-00000000-	279197	TIRE SUPPLIES FOR FLEET SERVICE DEPT Q2 (BLANKET)	110186	2/3/2026	347.20
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		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	19.64
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		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	51.46
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		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	334.56
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		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	316.00
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		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	41.32
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	147.54
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	158.00
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	880.00
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	40.50
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		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	19.64
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	193.14
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	7.05
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	147.54
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	44.30
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	65.23
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		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	44.30
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		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	68.10
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	108.00
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	34.18
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	8.72
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	9.48
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	121.34
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	29.32
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	34.68
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	28.96
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	290.54
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	2,683.41
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	90.91
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	2,683.41
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	353.50
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	109.23
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	85.46
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	35.54
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	30.75
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	44.51
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	824.81
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	8.20
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	147.54
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	222.43
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		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	23.98
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	112.89
		1000-15-15100-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	208.25
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		1000-15-15100-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	7.05
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		1000-15-15100-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	255.19
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		1000-15-15100-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	23.18
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		1000-15-15100-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	10.56
		1000-15-15100-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	517.68
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		1000-15-15100-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	7.05
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		1000-15-15100-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	208.65
		1000-15-15100-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	7.05
		1000-15-15100-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	177.20
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		1000-15-15100-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	5.54
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		1000-15-15100-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	43.92
		1000-15-15100-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	5.54
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		1000-15-15100-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	5.54
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		1000-15-15100-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	16.53
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		1000-15-15100-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	569.62
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		1000-15-15100-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	284.81
		1000-15-15100-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	7.05
		1000-15-15100-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	11.08
		1000-15-15100-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	7.05
		1000-15-15100-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	5.53
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		1000-15-15100-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	5.84
		1000-15-15100-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	11.19
		1000-15-15100-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	7.05
		1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	7.05
		1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	7.05
		1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	7.05

	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	74.61
	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	136.70
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	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	61.67
	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	112.82
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	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	42.41
	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	44.65
	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	44.65
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	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	54.08
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	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	36.46
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	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	225.12
	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	765.00
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	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	147.54
	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	7.05
	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	1.34
	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	96.78
	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	112.01
	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	19.48
	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	7.05
	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	21.20
	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	60.72
	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	7.05
	1000-15-15100-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	44.30
	Total Paid by Vendor					**119,947.59**
MADISON COUNTY COMMISSION	1000-00-00000-610031-00000000-	JAN FY26 JAIL OP	JAN FY26 SPECIAL APPROP LESS WHEELER UTILITIES	109919	1/20/2026	175,000.00
	1000-14-14100-515700-00000000-	JAN FY26 JAIL OP	JAN FY26 SPECIAL APPROP LESS WHEELER UTILITIES	109919	1/20/2026	-40,316.89
	Total Paid by Vendor					**134,683.11**
MADISON COUNTY PROBATE JUDGE	1000-70-70200-515370-00000000-	483-01/2026	REIMBURSE ESTABLISHED PRE-PAID ACCT #483	110185	2/3/2026	2,500.00
	Total Paid by Vendor					**2,500.00**
MAGNET FORENSICS USA INC.	1000-17-17100-515250-00000000-	SIN090432	POP 03/04/26-03/03/27 S SOURCE WITNESS DVR	110052	1/27/2026	5,250.00
	Total Paid by Vendor					**5,250.00**
MANAGED ASSET RECYCLING SOLUTIONS LLC	1000-41-41303-515340-00000000-	01272026	POP 1/27/26 GAMBLING MACHINE DISPOSAL	90009880	2/3/2026	500.00
	Total Paid by Vendor					**500.00**
MARSH USA, INC	1000-19-00000-515220-00000000-	3319063	POP 3/01/26-3/01/27 PUBLIC OFFICAL BOND	110175	2/3/2026	175.00
	Total Paid by Vendor					**175.00**
MARTINSON & BEASON P C	1000-43-00000-515043-00000000-	25T0012434	POP 7/23/25-12/3/25 LEGAL ATTORNEY SERVICE	109921	1/20/2026	490.00
	1000-43-00000-515043-00000000-	25T0007541	POP 6/12/25-12/4/25 LEGAL ATTORNEY SERVICE	109921	1/20/2026	595.00
	1000-43-00000-515043-00000000-	25T0034984	POP 11/17/25-12/16/25 LEGAL ATTORNEY SERVICES	110053	1/27/2026	434.00
	Total Paid by Vendor					**1,519.00**
MAYNARD NEXSEN PC	1000-18-00000-515372-00000000-	536257832	POP 12/12/25-12/23/25 OUTSIDE LEGAL SERVICES	110054	1/27/2026	1,740.50
	1000-18-00000-515372-00000000-	536257833	POP12/18/25-12/22/25 OUTSIDE LEGAL SERVICES	110055	1/27/2026	1,385.83

	Total Paid by Vendor					**3,126.33**
MCCI LLC	1000-17-17100-515250-00000000-	NE26929	POP 12/7/25-12/7/26 MCCI MPASS SUPPORT SUB	110056	1/27/2026	544.47
	Total Paid by Vendor					**544.47**
MEREDITH JOHNSON	1000-74-74400-515520-00000000-	00015133	POP: 01/18/26 -HOUSE SHOW SPONSORSHIP & SONG USAGE	110018	1/27/2026	1,500.00
	Total Paid by Vendor					**1,500.00**
M-F ATHLETIC CO INC	1000-30-30200-515340-00000000-	INV378960	REPLACEMENT BANDS FOR GYM AND GRP EX ROOM JLC	110184	2/3/2026	68.90
	Total Paid by Vendor					**68.90**
MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	433921	Payroll Run 1 - Warrant 260118	109987	1/22/2026	4,113.00
	Total Paid by Vendor					**4,113.00**
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	433932	Payroll Run 1 - Warrant 260118	109988	1/22/2026	332.64
	Total Paid by Vendor					**332.64**
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES	1000-00-00000-210180-00000000-	433931	Payroll Run 1 - Warrant 260118	109989	1/22/2026	113.09
	Total Paid by Vendor					**113.09**
MOBILE COMMUNICATIONS AMERICA INC	1000-42-42100-513040-00000000-	762007634	POP 12/4/25 EQUIPMENT INSTALLATION	90009737	1/20/2026	345.00
	1000-50-00000-515340-00000000-	729000528-1	PORTABLE RADIO BATTERY	90009808	1/27/2026	136.71
	Total Paid by Vendor					**481.71**
MODEL ENVIRONMENT LLC	1000-52-52100-515370-00000000-	INV086	POP 1/1/26-1/14/26 ENCAMPMENT LITTER MGMT	90009883	2/3/2026	8,082.50
	Total Paid by Vendor					**8,082.50**
MOTOROLA SOLUTIONS	1000-17-17100-515070-00000000-	8230553414	POP 02/03/26-02/02/27 MOTOROLA SMART RADIO	110057	1/27/2026	69,344.11
	Total Paid by Vendor					**69,344.11**
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	433926	Payroll Run 1 - Warrant 260118	109972	1/21/2026	100,501.73
	Total Paid by Vendor					**100,501.73**
NEXAIR LLC	1000-55-55100-515340-00000000-	0014106478	POP 12/1/25-12/31/25 CYLINDER MAINTENANCE	109923	1/20/2026	201.79
	1000-75-75200-515340-00000000-	0014089765	POP 12/1/25-12/31/25 CYLINDER MAINTENANCE	110058	1/27/2026	90.73
	1000-15-15100-515340-00000000-	0014173295	POP 1/12/26-1/13/26 CYLINDER RENTAL	110058	1/27/2026	77.52
	1000-15-15100-515340-00000000-	0014223288	POP 1/1/26-1/31/26 CYLINDER RENTAL	110189	2/3/2026	644.39
	Total Paid by Vendor					**1,014.43**
NORTH ALABAMA GAS DISTRICT	1000-14-14100-515700-00000000-	1120600126	POP 12/9/25-1/8/26 FIRE STATION 20 GAS	110060	1/27/2026	656.18
	Total Paid by Vendor					**656.18**
NORTH ALABAMA SPAY NEUTER CLINIC	1000-50-00000-515163-00000000-	2374305	POP 12/1/25-12/31/25 COMMUNITY VOUCHERS	110061	1/27/2026	860.00
	1000-50-00000-515163-00000000-	2374306	POP 12/1/25-12/31/25 COMMUNITY VOUCHERS	110061	1/27/2026	530.00
	Total Paid by Vendor					**1,390.00**
NORTH ALABAMA VETERINARY EMERGENCY & SPECIALTY	1000-50-00000-515370-00000000-	198159	POP 12/27/25 AFTER HRS EMER VET INJURED ANIMALS	109926	1/20/2026	213.98
	Total Paid by Vendor					**213.98**
NORTH AMERICA FIRE EQUIPMENT CO INC	1000-42-42100-515340-00000000-	1394868	SEEK LANYARD	110188	2/3/2026	343.00
	1000-42-42100-515340-00000000-	1395376	EXTRICATION GLOVES	110188	2/3/2026	2,010.00
	1000-42-42100-515340-00000000-	1395546	SUPPRESSION HOSE	110188	2/3/2026	25,650.00
	Total Paid by Vendor					**28,003.00**
OCCUPATIONAL HEALTH GROUP	1000-16-16300-515370-00000000-	285307	POP 11/1/25-11/30/25 HEALTHGROUP OF AL OHG HSV-	109927	1/20/2026	198.00
	1000-16-16300-515370-00000000-	285691	POP 12/1/25-12/31/25 HEALTHGROUP OF AL OHG HSV	109927	1/20/2026	1,506.00
	1000-16-16300-515370-00000000-	287007	POP 11/25/25 HEALTHGROUP OF AL OHG HSV	109927	1/20/2026	461.25
	1000-16-16300-515370-00000000-	287008	POP 12/5/25 HEALTHGROUP OF AL OHG HSV	109927	1/20/2026	410.00
	1000-16-16300-515370-00000000-	287010	POP 12/12/25 HEALTHGROUP OF AL OHG HSV	109927	1/20/2026	717.50
	1000-16-16100-515370-00000000-	287216	POP 12/1/25-12/31/25 POLICE APPLICANT PHYSICALS	109927	1/20/2026	2,299.50
	Total Paid by Vendor					**5,592.25**
OFFICE FURNITURE OUTLET INC	1000-55-55100-515340-00000000-	40651	USED CHAIR FOR R. COOK	110190	2/3/2026	582.12
	Total Paid by Vendor					**582.12**
PARKER TECHNOLOGY LLC	1000-17-17100-515250-00000000-	56139	POP 2/1/26-2/28/26 TIBA PARKING GARAGES	110191	2/3/2026	3,736.62
	Total Paid by Vendor					**3,736.62**
PASSPORT LABS INC	1000-53-53100-515044-00000000-	INV-1057656	POP 12/1/25-12/31/25 MOBLE PAY FEES	109929	1/20/2026	2,006.50
	Total Paid by Vendor					**2,006.50**
PEARSON EDUCATION INC	1000-42-42100-515050-00000000-	30644403	MYLAB BRADY WITH PEARSON ETEXT ACCESS CODE CARD	110062	1/27/2026	1,679.84
	Total Paid by Vendor					**1,679.84**
PERFORMANCE TIRE & SERVICE CENTER LLC	1000-00-00000-140101-00000000-	114126	TIRE - PART# 1400099	109931	1/20/2026	993.60
	1000-00-00000-140101-00000000-	114275	TIRE - PART# 1400099 1401998	110193	2/3/2026	1,495.20
	Total Paid by Vendor					**2,488.80**
PIEDMONT RECREATION ASSOCIATION INC	1000-00-00000-610999-00000000-	DIST 4 - ORD 25-883	ONE-TIME APPROPRIATION RES 25-883 DIST 4	110063	1/27/2026	5,000.00
	Total Paid by Vendor					**5,000.00**
PITNEY BOWES RESERVE ACCOUNT	1000-19-00000-515400-00000000-	44429470-012826	BLANKET PO PITNEY BOWES RESERVE ACCOUNT POSTAGE	90009887	2/3/2026	40,000.00
	Total Paid by Vendor					**40,000.00**
PIVOTAL OPTICS INC.	1000-17-17300-520200-00000000-	005477	COPPER CABLES FOR ITS	90009888	2/3/2026	582.88

	1000-17-17300-520200-00000000-	005526	OPTICS FOR DATA CENTER ITS	90009888	2/3/2026	370.90
	1000-17-17300-520200-00000000-	005527	DACS FOR DATA CENTER ITS	90009888	2/3/2026	521.90
	Total Paid by Vendor					**1,475.68**
PJH CLEANING, INC.	1000-14-14310-515370-00000000-	010126-223-A	POP: 10/27/25-12/31/25- JANITORIAL SVC	90009742	1/20/2026	18,691.20
	1000-14-14310-515370-00000000-	010126-223-B	POP: 12/08/25-12/31/25- JANITORIAL SERVICES	90009812	1/27/2026	3,199.57
	Total Paid by Vendor					**21,890.77**
POND MANAGEMENT GROUP HOLDINGS LLC	1000-52-52100-515370-00000000-	INV-26-61215	POP: 01/01/26-01/31/26 - POND MAINTENANCE - LM	110040	1/27/2026	290.00
	1000-52-52100-515370-00000000-	INV-26-61203	POP: 01/01/26-01/31/26 - POND MAINTENANCE - LM	110040	1/27/2026	535.00
	1000-52-52100-515370-00000000-	INV-26-61219	POP: 01/01/26-01/31/26 - POND MAINTENANCE - LM	110040	1/27/2026	560.00
	1000-52-52100-515370-00000000-	INV-26-61197	POP: 01/01/26-01/31/26 - POND MAINTENANCE - LM	110040	1/27/2026	1,555.00
	Total Paid by Vendor					**2,940.00**
PORTER ROOFING CONTRACTORS INC	1000-14-14300-513010-00000000-	25885	POP 12/19/25-1/12/26 ROOF REPAIRS	109932	1/20/2026	779.31
	1000-14-14300-513010-00000000-	25884	POP12/18/25-1/12/26 ROOF REPAIRS	109932	1/20/2026	689.18
	1000-14-14300-513010-00000000-	25915	POP 1/7/26-1/20/26 ROOF REPAIRS	110064	1/27/2026	292.24
	1000-14-14300-513010-00000000-	25916	POP 12/30/25-1/20/26 ROOF REPAIRS	110064	1/27/2026	500.73
	1000-14-14300-513010-00000000-	25917	POP 1/12/26-1/20/26 ROOF REPAIRS	110064	1/27/2026	657.36
	1000-14-14300-513010-00000000-	25918	POP 1/9/26-1/20/26 ROOF REPAIRS	110064	1/27/2026	703.52
	1000-14-14300-513010-00000000-	25919	POP 1/9/26-1/20/26 ROOF REPAIRS	110064	1/27/2026	531.12
	1000-14-14300-513010-00000000-	25920	POP 1/12/26-1/20/26 ROOF REPAIRS	110064	1/27/2026	212.36
	Total Paid by Vendor					**4,365.82**
POSTMASTER DOWNTOWN	1000-12-12500-515340-00000000-	BOX 40003-1/20/26	POP 01/01/26-12/31/26 PO BOX ANNUAL RENEWAL	109933	1/20/2026	280.00
	Total Paid by Vendor					**280.00**
PRECISION DELTA GROUP	1000-41-41305-515340-00000000-	34817	9MM PRACTICE AMMO	109934	1/20/2026	22,424.94
	Total Paid by Vendor					**22,424.94**
PREMIER ON SITE FLEET SERVICES	1000-15-15100-513030-00000000-	35248	COM TX 011626/35248	90009743	1/20/2026	275.95
	1000-15-15100-513030-00000000-	35248	COM TX 011626/35248	90009743	1/20/2026	657.42
	Total Paid by Vendor					**933.37**
PREMISE HEALTH SYSTEMS INC	1000-16-16300-518010-00000000-	282113	POP 12/1/25-12/31/25 MEDICAL STAFF SALARIES	90009744	1/20/2026	112,438.78
	1000-16-16300-518020-00000000-	282113	POP 12/1/25-12/31/25 MEDICAL STAFF SALARIES	90009744	1/20/2026	16,743.93
	Total Paid by Vendor					**129,182.71**
PRIME APPARELL LLC	1000-42-42100-515050-00000000-	541411	CADET CLASS 60 T-SHIRTS AND SWEATSHIRTS	110194	2/3/2026	2,157.00
	Total Paid by Vendor					**2,157.00**
PRO ELECTRIC INC	1000-14-14300-513010-00000000-	W43831	POP:12/18/25-12/19/25 ELECTRICAL REPAIRS	90009745	1/20/2026	626.25
	1000-14-14300-513010-00000000-	W43806	POP:11/03/25 ELECTRICAL REPAIRS	90009745	1/20/2026	427.50
	1000-14-14300-513010-00000000-	W43834	POP:12/29/25-12/31/25 ELECTRICAL REPAIRS	90009745	1/20/2026	1,865.00
	1000-14-14300-513010-00000000-	W43804	POP:11/05/25 ELECTRICAL REPAIRS	90009745	1/20/2026	665.00
	1000-14-14300-513010-00000000-	W43819	POP 10/24/25-1/6/26 ELECTRICAL REPAIRS	90009745	1/20/2026	9,324.81
	1000-14-14300-513010-00000000-	W43811	POP 12/22/25-12/30/25 MONROE ST LIGHTS	90009889	2/3/2026	6,777.84
	1000-14-14300-513010-00000000-	W43816	POP 11/24/25-12/3/25 ELECTRICAL REPAIRS	90009889	2/3/2026	9,204.68
	Total Paid by Vendor					**28,891.08**
PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	103252	POP 12/31/25-1/2/26 HVAC REPAIRS	90009746	1/20/2026	765.00
	1000-14-14300-513010-00000000-	103270	POP 12/10/25-1/12/26 HVAC REPAIRS	90009890	2/3/2026	2,888.48
	1000-14-14300-513010-00000000-	103272	POP 12/4/25-1/5/26 REPLACE FURNACE	90009890	2/3/2026	5,754.43
	1000-14-14300-513010-00000000-	103273	POP 1/5/26-1/6/26 25115P RAISE HVAC UNIT	90009890	2/3/2026	1,391.60
	1000-14-14300-513010-00000000-	103278	POP 1/6/26-1/9/26 TRUCK BAY HEATER	90009890	2/3/2026	5,297.77
	1000-14-14300-513010-00000000-	103289	POP 12/16/25-1/15/26 HVAC REPAIRS	90009890	2/3/2026	1,024.58
	Total Paid by Vendor					**17,121.86**
PROFESSIONAL AUTOMOTIVE SERVICE SOLUTIONS LLC	1000-15-15100-513030-00000000-	3119641	COM TX 011526/3119641	109935	1/20/2026	200.00
	Total Paid by Vendor					**200.00**
PROFESSIONAL RESTORATION ON SITE SOLUTIONS LLC	1000-14-14300-513010-00000000-	4301	POP 8/4/25- GYM HARDWOOD FLOOR	90009814	1/27/2026	19,634.32
	Total Paid by Vendor					**19,634.32**
PROPST PROPERTIES LLC	1000-53-53200-515700-PK1030XX-	UTIL-JANUARY-2026	POP 1/1/26-1/31/26 MONTHLY UTILITY REIMBURSMENT	110195	2/3/2026	1,563.84
	Total Paid by Vendor					**1,563.84**
QUALITY GLASS CO	1000-14-14300-513010-00000000-	51135	POP 11/18/25 GLASS REPAIRS	110196	2/3/2026	974.45
	Total Paid by Vendor					**974.45**
REFUND PAYMENTS	1000-00-00000-110008-00000000-	REF 25T0005887		110200	2/3/2026	300.00
	1000-00-00000-110008-00000000-	REF 25T0005889	REFUND BOND ON CASE# 25T0005889	110199	2/3/2026	111.00
	1000-00-00000-110008-00000000-	REF 11222028/29		110084	1/27/2026	1,300.00
	1000-00-00000-110008-00000000-	REF 11138010/11		109940	1/20/2026	1,706.00
	1000-00-00000-110008-00000000-	REF 25T0034955		109936	1/20/2026	33.00
	1000-00-00000-110008-00000000-	REF 24T0020602		109938	1/20/2026	750.00

	1000-00-00000-110008-00000000-	REF 24T0004966		109939	1/20/2026	1,000.00
	1000-00-00000-110008-00000000-	REF 11083657/5105		109941	1/20/2026	2,000.00
	1000-00-00000-130205-00000000-	REFUND #73223	REFUND #73223 PENALTY WAIVED	109937	1/20/2026	50.00
	1000-00-00000-110008-00000000-	REF 24T0016097		110205	2/3/2026	500.00
	1000-75-75300-515340-00000000-	0101	POP: 07/15/25-Q LOOPS @ WHITESBURG DR & BYRDSPRING	110085	1/27/2026	3,900.00
	1000-00-00000-110008-00000000-	REF 24T0033213		110208	2/3/2026	1,000.00
	1000-00-00000-110008-00000000-	REF 24T0033613		110202	2/3/2026	300.00
	1000-00-00000-110008-00000000-	REF 10205523		110204	2/3/2026	500.00
	1000-00-00000-130205-00000000-	REFUND #47766	REFUND FOR TP 47766	110072	1/27/2026	57.52
	1000-00-00000-130205-00000000-	REFUND #72976	REFUND #72976 AMENDED RTN DEC 24	110073	1/27/2026	99.32
	1000-00-00000-130205-00000000-	REFUND #52613A	REFUND #52613 AMENDED RTN , REQ RFND JULY 25	110070	1/27/2026	40.64
	1000-00-00000-130205-00000000-	REFUND #69835	REFUND #69835 TP OVER PAID NOV 2023	110066	1/27/2026	6.86
	1000-00-00000-130205-00000000-	REFUND #72019	REFUND #72019 WAIVED PENALTY	110071	1/27/2026	50.00
	1000-00-00000-130205-00000000-	REFUND #68182	REFUND FOR TP 68182	110082	1/27/2026	612.85
	1000-00-00000-130205-00000000-	REFUND #31277B	REFUND #31277 DAMAGED PACKAGES TOBACCO OCT24-MAY25	110065	1/27/2026	2.25
	1000-00-00000-130205-00000000-	REFUND #77037	REFUND FOR TP 77037	110069	1/27/2026	21.88
	1000-00-00000-130205-00000000-	REFUND #67542	REFUND #67542 WAIVED PENALTY NOV & DEC 2022	110074	1/27/2026	100.00
	1000-00-00000-130205-00000000-	REFUND #31277C	REFUND #31277 DAMAGED PACKAGES TOBACCO JUNE-JULY25	110067	1/27/2026	14.85
	1000-00-00000-130205-00000000-	REFUND #16957	REFUND FOR TP 16957	110079	1/27/2026	256.10
	1000-00-00000-130205-00000000-	REFUND #70050	REFUND #70050 WAIVED PENALTY MAY 2025	110076	1/27/2026	208.84
	1000-00-00000-220450-00000000-	PB#124246	REF-PB#124246-HERITAGE ESTATES PHASE 4 LANSCAPE	109990	1/22/2026	84,645.00
	1000-00-00000-130205-00000000-	REFUND #51996	REFUND #51996 AMENDED RTN JUNE 2022	110080	1/27/2026	378.65
	1000-00-00000-110008-00000000-	REF 26T0001529		110083	1/27/2026	1,000.00
	1000-00-00000-110008-00000000-	REF 24T0017768		110077	1/27/2026	214.00
	1000-00-00000-110008-00000000-	REF 24T0024856		110081	1/27/2026	608.00
	1000-41-41100-515340-00000000-	REFUND #366117	REFUND FOR BODY-WORN FOOTAGE	110078	1/27/2026	250.00
	1000-00-00000-110008-00000000-	REF 25T0013598		110075	1/27/2026	108.00
	1000-00-00000-110008-00000000-	REF 25T0008990/92/95		110209	2/3/2026	2,208.00
	1000-00-00000-110008-00000000-	REF 25T0013595		110201	2/3/2026	300.00
	1000-00-00000-110008-00000000-	REF 25T0018803		110198	2/3/2026	108.00
	1000-00-00000-110008-00000000-	REF 25T0010537	REFUND BOND ON CASE# 25T0010537	110203	2/3/2026	433.00
	1000-00-00000-220450-00000000-	PB# 125029	REF-PB# 125029-US 431S WHATAURGER	110210	2/3/2026	24,750.00
	1000-72-00000-410200-00000000-	REFUND #665538	REFUND #665538, PERMIT NO LONGER NEEDED	110207	2/3/2026	742.50
	1000-00-00000-110008-00000000-	REF 11221665	REFUND BOND ON CASE# 11221665	110206	2/3/2026	708.00
	1000-41-41100-515340-00000000-	REC #366135	BODY-WORN CAMERA VIDEO FOOTAGE	110197	2/3/2026	75.00
	Total Paid by Vendor					**131,449.26**
REGIONS BANK	1000-19-00000-515040-00000000-	25120002749	POP 12/1/25-12/31/25 BANK FEES W/REGIONS	109943	1/20/2026	1,559.78
	1000-00-00000-200006-00000000-	1/26 PMT-12/25 TRX	POP: 12/01/25-12/31/25 JANUARY PCARD PAYMENT	110119	1/30/2026	119,541.76
	Total Paid by Vendor					**121,101.54**
REPUBLIC SERVICES INC	1000-52-52200-515730-00000000-	0979-001194633	POP 12/1/25-12/31/25 LM REUFSE CONTAINER	109945	1/20/2026	404.25
	1000-52-52300-515730-00000000-	0979-001194633	POP 12/1/25-12/31/25 LM REUFSE CONTAINER	109945	1/20/2026	404.25
	1000-52-52500-515730-00000000-	0979-001194633	POP 12/1/25-12/31/25 LM REUFSE CONTAINER	109945	1/20/2026	269.50
	1000-52-52600-515730-00000000-	0979-001194633	POP 12/1/25-12/31/25 LM REUFSE CONTAINER	109945	1/20/2026	269.50
	1000-52-52700-515730-00000000-	0979-001194633	POP 12/1/25-12/31/25 LM REUFSE CONTAINER	109945	1/20/2026	404.25
	1000-53-53200-513010-PK1060XX-	0979-001194952	POP 1/1/26-1/31/26 WASTE/RECYLING	109945	1/20/2026	33.69
	1000-53-53200-513010-PK1051XX-	0979-001194952	POP 1/1/26-1/31/26 WASTE/RECYLING	109945	1/20/2026	33.69
	1000-53-53200-513010-PK1056XX-	0979-001194952	POP 1/1/26-1/31/26 WASTE/RECYLING	109945	1/20/2026	350.00
	1000-14-14310-515370-00000000-	0979-001199021	POP 12/1/25-12/31/25 REFUSE SERVICES	109945	1/20/2026	2,251.58
	1000-14-14310-515370-00000000-	0979-001194609	POP 12/1/25-12/31/25 REFUSE SERVICES	110086	1/27/2026	8,019.46
	Total Paid by Vendor					**12,440.17**
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	433922	Payroll Run 1 - Warrant 260118	109976	1/22/2026	1,553,122.42
	Total Paid by Vendor					**1,553,122.42**
REWORLD HOLDING CORPORATION	1000-12-12100-515375-00000000-	572037HUNTS_RB	CONFIDENTIAL MATERIALS	90009892	2/3/2026	669.70
	Total Paid by Vendor					**669.70**
RIVER CITY SHREDDING, LLC	1000-12-12100-515375-00000000-	61732	POP 1/1/26-1/31/26 SHREDDING SERVICES	90009894	2/3/2026	368.00
	Total Paid by Vendor					**368.00**
ROCKET CITY FEDERAL CREDIT UNION	1000-14-14300-515460-00000000-	022026	POP 2/1/26-2/28/26 FIRE SUPPLY LEASE	110087	1/27/2026	8,000.00
	Total Paid by Vendor					**8,000.00**
RYAN & ROUSE, LLC	1000-43-00000-515043-00000000-	25T0025861	POP: 08/08/25-12/03/25 LEGAL ATTORNEY SERVICES	109949	1/20/2026	217.00
	1000-43-00000-515043-00000000-	25T0029913	POP: 09/29/25-12/03/25 LEGAL ATTORNEY SERVICES	109949	1/20/2026	161.00

	1000-43-00000-515043-00000000-	25T0032155	POP: 10/20/25-12/03/25 LEGAL ATTORNEY SERVICES	109949	1/20/2026	154.00
	1000-43-00000-515043-00000000-	24T0025862	POP: 09/16/24-12/01/25 LEGAL ATTORNEY SERVICES	109949	1/20/2026	651.00
	1000-43-00000-515043-00000000-	25T002507-2510	POP: 09/16/25-12/03/25 LEGAL ATTORNEY SERVICES	109949	1/20/2026	238.00
	1000-43-00000-515043-00000000-	25T0013600	POP: 05/15/25-12/03/25 LEGAL ATTORNEY SERVICES	109949	1/20/2026	322.00
	1000-43-00000-515043-00000000-	25T0027597,599,600	POP: 10/07/24-12/03/25 LEGAL ATTORNEY SERVICES	109949	1/20/2026	567.00
	1000-43-00000-515043-00000000-	24T0028137	POP: 10/17/24-12/02/25 LEGAL ATTORNEY SERVICES	109949	1/20/2026	609.00
	1000-43-00000-515043-00000000-	25T0001386	POP: 04/23/25-12/04/25 LEGAL ATTORNEY SERVICES	109949	1/20/2026	427.00
	1000-43-00000-515043-00000000-	25T0000344	POP: 01/06/25-12/02/25 LEGAL ATTORNEY SERVICES	109949	1/20/2026	546.00
	1000-43-00000-515043-00000000-	25T0035821	POP: 12/30/24-12/01/25 LEGAL ATTORNEY SERVICES	109949	1/20/2026	476.00
	1000-43-00000-515043-00000000-	25T0025688	POP 12/9/25-12/11/25 LEGAL ATTORNEY SERVICES	110090	1/27/2026	119.00
	1000-43-00000-515043-00000000-	25T0025516	POP 8/14/25-12/11/25 LEGAL ATTORNEY SERVICES	110090	1/27/2026	161.00
	1000-43-00000-515043-00000000-	24T0024142	POP 9/8/25-12/17/25 LEGAL ATTORNEY SERVICES	110090	1/27/2026	168.00
	1000-43-00000-515043-00000000-	25T0027633	POP 9/2/25-12/17/25 LEGAL ATTORNEY SERVICES	110215	2/3/2026	175.00
	Total Paid by Vendor					**4,991.00**
RYAN THOMAS HUGHES	1000-41-41100-515340-00000000-	1018	POP: 02/02/26 - WINDOW TINT-2ND QTR	110123	2/3/2026	175.00
	Total Paid by Vendor					**175.00**
S & S FIRESTONE INC	1000-15-15100-513030-00000000-	4230028238	COM TX 011226/4230028238	90009702	1/20/2026	1,525.52
	1000-15-15100-513030-00000000-	4230028238	COM TX 011226/4230028238	90009702	1/20/2026	56.00
	1000-15-15100-513030-00000000-	4230028239	COM TX 011226/4230028239	90009702	1/20/2026	85.00
	1000-15-15100-513030-00000000-	4230028239	COM TX 011226/4230028239	90009702	1/20/2026	152.00
	1000-15-15100-513030-00000000-	4230028239	COM TX 011226/4230028239	90009702	1/20/2026	2,109.44
	1000-15-15100-513030-00000000-	4230028241	COM TX 011226/4230028241	90009702	1/20/2026	85.00
	1000-15-15100-513030-00000000-	4230028241	COM TX 011226/4230028241	90009702	1/20/2026	130.00
	1000-15-15100-513030-00000000-	4230028241	COM TX 011226/4230028241	90009702	1/20/2026	70.00
	1000-15-15100-513030-00000000-	4230028241	COM TX 011226/4230028241	90009702	1/20/2026	1,533.16
	1000-15-15100-513030-00000000-	4230028241	COM TX 011226/4230028241	90009702	1/20/2026	487.84
	1000-15-15100-513030-00000000-	4230028241	COM TX 011226/4230028241	90009702	1/20/2026	28.00
	1000-15-15100-513030-00000000-	4230028246	COM TX 011226/4230028246	90009702	1/20/2026	85.00
	1000-15-15100-513030-00000000-	4230028246	COM TX 011226/4230028246	90009702	1/20/2026	76.00
	1000-15-15100-513030-00000000-	4230028243	COM TX 011326/4230028243	90009702	1/20/2026	274.26
	1000-15-15100-513030-00000000-	4230028433	COM TX 011526/4230028433	90009702	1/20/2026	132.61
	1000-15-15100-513030-00000000-	4230028448	COM TX 011526/4230028448	90009702	1/20/2026	85.00
	1000-15-15100-513030-00000000-	4230028448	COM TX 011526/4230028448	90009702	1/20/2026	120.00
	1000-15-15100-513030-00000000-	4230028448	COM TX 011526/4230028448	90009702	1/20/2026	190.00
	1000-15-15100-513030-00000000-	4230028448	COM TX 011526/4230028448	90009702	1/20/2026	850.00
	1000-15-15100-513030-00000000-	4230028448	COM TX 011526/4230028448	90009702	1/20/2026	26.00
	1000-15-15100-513030-00000000-	4230028463	COM TX 011526/4230028463	90009702	1/20/2026	85.00
	1000-15-15100-513030-00000000-	4230028463	COM TX 011526/4230028463	90009702	1/20/2026	110.00
	1000-15-15100-513030-00000000-	4230028657	COM TX 012726/4230028657	90009846	2/3/2026	625.28
	1000-15-15100-513030-00000000-	4230028689	COM TX 012726/4230028689	90009846	2/3/2026	85.00
	1000-15-15100-513030-00000000-	4230028689	COM TX 012726/4230028689	90009846	2/3/2026	10.00
	1000-15-15100-513030-00000000-	4230028689	COM TX 012726/4230028689	90009846	2/3/2026	150.13
	1000-15-15100-513030-00000000-	4230028689	COM TX 012726/4230028689	90009846	2/3/2026	6.00
	1000-15-15100-513030-00000000-	4230028690	COM TX 012726/4230028690	90009846	2/3/2026	85.00
	1000-15-15100-513030-00000000-	4230028690	COM TX 012726/4230028690	90009846	2/3/2026	33.00
	1000-15-15100-513030-00000000-	4230028691	COM TX 012726/4230028691	90009846	2/3/2026	85.00
	1000-15-15100-513030-00000000-	4230028691	COM TX 012726/4230028691	90009846	2/3/2026	35.00
	1000-15-15100-513030-00000000-	4230028748	COM TX 012726/4230028748	90009846	2/3/2026	85.00
	1000-15-15100-513030-00000000-	4230028748	COM TX 012726/4230028748	90009846	2/3/2026	70.00
	1000-15-15100-513030-00000000-	4230028748	COM TX 012726/4230028748	90009846	2/3/2026	555.64
	1000-15-15100-513030-00000000-	4230028748	COM TX 012726/4230028748	90009846	2/3/2026	20.00
	1000-15-15100-513030-00000000-	4230028658	COM TX 013026/4230028658	90009846	2/3/2026	180.02
	Total Paid by Vendor					**10,320.90**
SAFETY KLEEN SYSTEMS INC	1000-15-15100-515340-00000000-	98913349	CLEANERS/SOLVENTS	110091	1/27/2026	938.33
	Total Paid by Vendor					**938.33**
SAFEWARE INC	1000-42-42100-515610-00000000-	30328153	AIR MONITOR SENSORS AND CALIBRATION	110217	2/3/2026	6,044.63
	1000-42-42100-515610-00000000-	30328566	AIR MONITOR SENSORS AND CALIBRATION	110217	2/3/2026	710.64
	1000-42-42100-515610-00000000-	30328723	AIR MONITOR SENSORS AND CALIBRATION	110217	2/3/2026	922.80
	Total Paid by Vendor					**7,678.07**
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	135465	2026 Q1 BLANKET - MISC ELECTRICAL ITEMS	90009749	1/20/2026	4,542.48
	1000-14-14300-513010-00000000-	135552	2026 Q2 BLANKET - MISC ELECTRICAL MATERIALS	90009749	1/20/2026	128.50

	1000-14-14300-513010-00000000-	135551	2026 Q2 BLANKET - MISC ELECTRICAL MATERIALS	90009749	1/20/2026	926.28
	1000-14-14300-513010-00000000-	135568	2026 Q2 BLANKET - MISC ELECTRICAL MATERIALS	90009749	1/20/2026	53.30
	1000-14-14300-513010-00000000-	135567	2026 Q2 BLANKET - SPECIFIC ELECTRICAL MATERIALS	90009749	1/20/2026	10.00
	1000-14-14300-513010-00000000-	135593	2026 Q2 BLANKET - MISC ELECTRICAL MATERIALS	90009818	1/27/2026	23.44
	1000-14-14300-513010-00000000-	135636	2026 Q2 BLANKET - MISC ELECTRICAL MATERIALS	90009818	1/27/2026	28.64
	1000-14-14300-513010-00000000-	135645	2026 Q2 BLANKET - MISC ELECTRICAL MATERIALS	90009818	1/27/2026	129.94
	1000-14-14300-513010-00000000-	135672	2026 Q2 BLNKET-SPECIFIC ELEC. MATERIALS(UPDATED)	90009896	2/3/2026	76.50
	1000-14-14300-513010-00000000-	135679	2026 Q2 BLANKET - MISC ELECTRICAL MATERIALS	90009896	2/3/2026	63.06
	1000-14-14300-513010-00000000-	135649	2026 Q2 BLANKET - MISC ELECTRICAL MATERIALS	90009896	2/3/2026	77.48
	1000-14-14300-513010-00000000-	135671	2026 Q2 BLANKET - MISC ELECTRICAL MATERIALS	90009896	2/3/2026	149.30
	Total Paid by Vendor					**6,208.92**
SERVICEWEAR APPAREL	1000-50-00000-515670-00000000-	0058810056	FY 26 UNIFORMS - ANIMAL SERVICES (BLANKET)	90009897	2/3/2026	81.81
	1000-75-75200-515670-00000000-	0058779857	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009750	1/20/2026	183.72
	1000-75-75300-515670-00000000-	0058799657	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009750	1/20/2026	352.99
	1000-75-75300-515670-00000000-	0058838387	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	34.54
	1000-74-74300-515670-00000000-	0058838391	UNIFORMS- ZONING ADMIN (BLANKET PO)	90009897	2/3/2026	80.49
	1000-51-00000-515670-00000000-	0058848249	UNIFORMS FOR CEMETERY DEPT/ANNUAL BLANKET PO	90009897	2/3/2026	117.47
	1000-51-00000-515670-00000000-	0058848250	UNIFORMS FOR CEMETERY DEPT/ANNUAL BLANKET PO	90009897	2/3/2026	39.21
	1000-50-00000-515670-00000000-	0058848238	FY 26 UNIFORMS - ANIMAL SERVICES (BLANKET)	90009897	2/3/2026	21.30
	1000-14-14200-515670-00000000-	0058869869	UNIFORMS - GENERAL SERVICES PROJECTS (BLANKET)	90009819	1/27/2026	144.89
	1000-15-15100-515670-00000000-	0058875194	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009819	1/27/2026	220.00
	1000-71-71300-515670-00000000-	0058867664	UNIFORMS-ENGINEERING (BLANKET)	90009897	2/3/2026	78.42
	1000-71-71300-515670-00000000-	0058867656	UNIFORMS-ENGINEERING (BLANKET)	90009897	2/3/2026	193.86
	1000-30-30100-515670-00000000-	0058900158	FY26 UNIFORMS BLANKET	90009897	2/3/2026	78.99
	1000-30-30100-515670-00000000-	0058900156	FY26 UNIFORMS BLANKET	90009897	2/3/2026	139.84
	1000-30-30100-515340-00000000-	0058900157	FY26 UNIFORMS BLANKET	90009897	2/3/2026	5.00
	1000-30-30100-515670-00000000-	0058900157	FY26 UNIFORMS BLANKET	90009897	2/3/2026	65.54
	1000-75-75300-515670-00000000-	0058938884	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009750	1/20/2026	24.88
	1000-50-00000-515670-00000000-	0058909874	FY 26 UNIFORMS - ANIMAL SERVICES (BLANKET)	90009819	1/27/2026	398.55
	1000-72-00000-515670-00000000-	0058929799	FY26 BLANKET PO - INSPECTION	90009819	1/27/2026	405.79
	1000-51-00000-515670-00000000-	0058947472	UNIFORMS FOR CEMETERY DEPT/ANNUAL BLANKET PO	90009819	1/27/2026	39.21
	1000-51-00000-515670-00000000-	0058938888	UNIFORMS FOR CEMETERY DEPT/ANNUAL BLANKET PO	90009819	1/27/2026	39.21
	1000-72-00000-515670-00000000-	0058918714	FY26 BLANKET PO - INSPECTION	90009819	1/27/2026	202.90
	1000-72-00000-515670-00000000-	0058938890	FY26 BLANKET PO - INSPECTION	90009819	1/27/2026	294.64
	1000-72-00000-515670-00000000-	0058938891	FY26 BLANKET PO - INSPECTION	90009819	1/27/2026	236.18
	1000-72-00000-515670-00000000-	0058938895	FY26 BLANKET PO - INSPECTION	90009819	1/27/2026	139.32
	1000-72-00000-515670-00000000-	0058947476	FY26 BLANKET PO - INSPECTION	90009819	1/27/2026	230.60
	1000-14-14200-515670-00000000-	0058869834	UNIFORMS - GENERAL SERVICES PROJECTS (BLANKET)	90009819	1/27/2026	86.49
	1000-14-14200-515670-00000000-	0058869835	UNIFORMS - GENERAL SERVICES PROJECTS (BLANKET)	90009819	1/27/2026	60.16
	1000-75-75300-515670-00000000-	0058964302	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	227.92
	1000-75-75200-515670-00000000-	0058964301	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	134.04
	1000-75-75300-515670-00000000-	0058961455	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	40.64
	1000-75-75300-515670-00000000-	0058964299	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	234.34
	1000-75-75300-515670-00000000-	0058964300	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	199.84
	1000-75-75200-515670-00000000-	0058961454	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	133.20
	1000-75-75300-515670-00000000-	0058964303	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	29.60
	1000-75-75300-515670-00000000-	0058964304	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	20.32
	1000-75-75300-515670-00000000-	0058964308	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	44.40
	1000-75-75300-515670-00000000-	0058973026	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	242.25
	1000-75-75200-515670-00000000-	0058973024	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	200.43
	1000-75-75200-515670-00000000-	0058973028	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	200.34
	1000-75-75300-515670-00000000-	0058973031	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	174.64
	1000-75-75200-515670-00000000-	0058973029	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	35.12
	1000-75-75300-515670-00000000-	0058973030	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	139.14
	1000-75-75300-515670-00000000-	0058973036	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	60.96
	1000-75-75300-515670-00000000-	0058973034	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	40.64
	1000-75-75200-515670-00000000-	0058973032	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	161.13
	1000-75-75300-515670-00000000-	0058973033	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	139.06
	1000-75-75200-515670-00000000-	0058973035	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009819	1/27/2026	101.60
	1000-53-53300-515670-00000000-	0058875195	PARKING UNIFORMS - BLANKET PO	90009819	1/27/2026	110.41
	1000-53-53300-515670-00000000-	0058929798	PARKING UNIFORMS - BLANKET PO	90009819	1/27/2026	83.22

1000-51-00000-515670-00000000-	0058918713	UNIFORMS FOR CEMETERY DEPT/ANNUAL BLANKET PO	90009819	1/27/2026	129.62
1000-52-52100-515670-00000000-	0058947478	UNIFORMS - LANDSCAPE MANAGEMENT (BLANKET)	90009819	1/27/2026	72.47
1000-72-00000-515670-00000000-	0058955311	FY26 BLANKET PO - INSPECTION	90009819	1/27/2026	205.62
1000-72-00000-515670-00000000-	0058955312	FY26 BLANKET PO - INSPECTION	90009819	1/27/2026	144.84
1000-72-00000-515670-00000000-	0058947477	FY26 BLANKET PO - INSPECTION	90009819	1/27/2026	437.03
1000-72-00000-515670-00000000-	0058947475	FY26 BLANKET PO - INSPECTION	90009819	1/27/2026	264.18
1000-72-00000-515670-00000000-	0058961456	FY26 BLANKET PO - INSPECTION	90009819	1/27/2026	221.74
1000-72-00000-515670-00000000-	0058964311	FY26 BLANKET PO - INSPECTION	90009819	1/27/2026	411.33
1000-72-00000-515670-00000000-	0058964310	FY26 BLANKET PO - INSPECTION	90009819	1/27/2026	349.44
1000-72-00000-515670-00000000-	0058964309	FY26 BLANKET PO - INSPECTION	90009819	1/27/2026	47.54
1000-71-71300-515670-00000000-	0058973039	UNIFORMS-ENGINEERING (BLANKET)	90009819	1/27/2026	59.53
1000-71-71300-515670-00000000-	0058973040	UNIFORMS-ENGINEERING (BLANKET)	90009819	1/27/2026	81.28
1000-71-71300-515670-00000000-	0058973041	UNIFORMS-ENGINEERING (BLANKET)	90009819	1/27/2026	223.54
1000-71-71300-515670-00000000-	0058973042	UNIFORMS-ENGINEERING (BLANKET)	90009819	1/27/2026	40.64
1000-75-75300-515670-00000000-	00835376	CREDIT FOR INVOICE 0058838387	90009819	1/27/2026	-34.54
1000-30-30100-515670-00000000-	0058973048	FY26 UNIFORMS BLANKET	90009897	2/3/2026	27.11
1000-30-30100-515670-00000000-	0058973044	FY26 UNIFORMS BLANKET	90009897	2/3/2026	66.32
1000-30-30100-515670-00000000-	0058973043	FY26 UNIFORMS BLANKET	90009897	2/3/2026	27.11
1000-30-30100-515670-00000000-	0058973046	FY26 UNIFORMS BLANKET	90009897	2/3/2026	79.77
1000-30-30100-515670-00000000-	0058947474	FY26 UNIFORMS BLANKET	90009897	2/3/2026	106.35
1000-30-30100-515340-00000000-	0058938886	FY26 UNIFORMS BLANKET	90009897	2/3/2026	2.50
1000-30-30100-515670-00000000-	0058938886	FY26 UNIFORMS BLANKET	90009897	2/3/2026	39.21
1000-30-30100-515670-00000000-	0058918712	FY26 UNIFORMS BLANKET	90009897	2/3/2026	118.09
1000-30-30100-515670-00000000-	0058938887	FY26 UNIFORMS BLANKET	90009897	2/3/2026	161.04
1000-30-30100-515670-00000000-	0058973047	FY26 UNIFORMS BLANKET	90009897	2/3/2026	40.35
1000-15-15100-515670-00000000-	0058947471	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009897	2/3/2026	78.42
1000-15-15100-515670-00000000-	0058973038	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009897	2/3/2026	20.32
1000-14-14300-515670-00000000-	0058938885	UNIFORMS- GENERAL SERVICES (BLANKET)	90009897	2/3/2026	70.54
1000-14-14310-515670-00000000-	0058973055	UNIFORMS- GENERAL SERVICES (BLANKET)	90009897	2/3/2026	117.68
1000-72-00000-515670-00000000-	0058984154	FY26 BLANKET PO - INSPECTION	90009897	2/3/2026	211.33
1000-72-00000-515670-00000000-	0058992844	FY26 BLANKET PO - INSPECTION	90009897	2/3/2026	197.08
1000-72-00000-515670-00000000-	0058973053	FY26 BLANKET PO - INSPECTION	90009897	2/3/2026	28.01
1000-72-00000-515670-00000000-	0058984152	FY26 BLANKET PO - INSPECTION	90009897	2/3/2026	99.26
1000-72-00000-515670-00000000-	0058984153	FY26 BLANKET PO - INSPECTION	90009897	2/3/2026	239.80
1000-72-00000-515670-00000000-	0058973057	FY26 BLANKET PO - INSPECTION	90009897	2/3/2026	331.20
1000-72-00000-515670-00000000-	0058973054	FY26 BLANKET PO - INSPECTION	90009897	2/3/2026	482.86
1000-53-53300-515670-00000000-	0058882344	PARKING UNIFORMS - BLANKET PO	90009897	2/3/2026	39.21
1000-53-53300-515670-00000000-	0058882343	PARKING UNIFORMS - BLANKET PO	90009897	2/3/2026	99.26
1000-53-53300-515670-00000000-	0058973051	PARKING UNIFORMS - BLANKET PO	90009897	2/3/2026	113.85
1000-53-53300-515670-00000000-	0058973050	PARKING UNIFORMS - BLANKET PO	90009897	2/3/2026	39.21
1000-53-53300-515670-00000000-	0058938889	PARKING UNIFORMS - BLANKET PO	90009897	2/3/2026	106.26
1000-53-53300-515670-00000000-	0058938892	PARKING UNIFORMS - BLANKET PO	90009897	2/3/2026	87.23
1000-53-53300-515670-00000000-	0058938893	PARKING UNIFORMS - BLANKET PO	90009897	2/3/2026	100.55
1000-53-53300-515670-00000000-	0058947473	PARKING UNIFORMS - BLANKET PO	90009897	2/3/2026	27.11
1000-53-53300-515670-00000000-	0058938894	PARKING UNIFORMS - BLANKET PO	90009897	2/3/2026	87.34
1000-53-53300-515670-00000000-	0058973049	PARKING UNIFORMS - BLANKET PO	90009897	2/3/2026	39.21
1000-15-15100-515670-00000000-	0058964305	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009897	2/3/2026	248.14
1000-15-15100-515670-00000000-	0058973023	2026 UNIFORMS FLEET SERVICES(BLANKET)	90009897	2/3/2026	76.01
1000-50-00000-515670-00000000-	0058628792	FY 26 UNIFORMS - ANIMAL SERVICES (BLANKET)	90009897	2/3/2026	101.41
1000-53-53300-515670-00000000-	0058973045	PARKING UNIFORMS - BLANKET PO	90009897	2/3/2026	27.11
1000-75-75300-515670-00000000-	0058992841	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009897	2/3/2026	243.58
1000-75-75200-515670-00000000-	0058973027	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009897	2/3/2026	168.94
1000-75-75300-515670-00000000-	0058973037	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009897	2/3/2026	20.32
1000-75-75200-515670-00000000-	0058984149	FY26 UNIFORMS *ANNUAL BLANKET PO*	90009897	2/3/2026	259.50
1000-50-00000-515670-00000000-	0001336	OFFICER MOLLY SHORT UNIFORMS (THIRD PARTY)	90009897	2/3/2026	65.91
1000-53-53100-515670-00000000-	0058992843	PARKING UNIFORMS - BLANKET PO	90009897	2/3/2026	327.83
1000-53-53100-515670-00000000-	0058984155	PARKING UNIFORMS - BLANKET PO	90009897	2/3/2026	184.36
1000-53-53400-515670-00000000-	0058938896	PARKING UNIFORMS - BLANKET PO	90009897	2/3/2026	6.74
1000-53-53400-515670-00000000-	0058938897	PARKING UNIFORMS - BLANKET PO	90009897	2/3/2026	6.74
1000-50-00000-515670-00000000-	00537050	CREDIT FOR INVOICE 0058618621	90009897	2/3/2026	-53.73
1000-50-00000-515670-00000000-	0058618621	WASH W/CREDIT INVOICE 00537050	90009897	2/3/2026	53.73

	Total Paid by Vendor					**14,423.67**
SHATTUCK PAINTING	1000-14-14300-513010-00000000-	7606	POP 11/25/25-12/22/25 PAINTING KEN JOHNSON PARK	109951	1/20/2026	947.07
	1000-14-14300-513010-00000000-	7605	POP 11/6/25-1/8/26 PAINTING FIRE STATION 1	109951	1/20/2026	2,147.59
	Total Paid by Vendor					**3,094.66**
SHI INTERNATIONAL CORP	1000-17-17100-515250-00000000-	B20411756	WINDOWS 10 EXTENDED SECURITY FOR ITS	110218	2/3/2026	9,012.50
	1000-17-17200-520301-00000000-	B20536754	POP 12/1/25-4/30/26 MICROSOFT VISIO LICENSE	110218	2/3/2026	38.52
	1000-00-00000-140200-00000000-	B20470354	POP 11/4/25-7/27/26 ADOBE OBSOLESCENCE	109952	1/20/2026	16,812.90
	1000-17-17200-520300-00000000-	B20640103	POP 12/22/25-4/30/26 MS COPILOT LICENSES FOR IT	110218	2/3/2026	1,112.40
	Total Paid by Vendor					**26,976.32**
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52200-513010-00000000-	161437743-001	MULCH STABILIZER FOR SPECIAL EVENTS	109953	1/20/2026	582.68
	1000-75-75300-515340-00000000-	162112824-001	SPARE HOSE FOR WATER TRUCK-KENDALL	110220	2/3/2026	640.00
	Total Paid by Vendor					**1,222.68**
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	433928	Payroll Run 1 - Warrant 260118	109985	1/22/2026	956.29
	Total Paid by Vendor					**956.29**
SNAP-ON INDUSTRIAL DIVISION	1000-15-15100-515610-00000000-	ARV/66903380	TOOLS - FLTHVY4	110221	2/3/2026	191.85
	1000-15-15100-515610-00000000-	ARV/66885430	TOOLS - FLTHVY2	110221	2/3/2026	2,136.75
	1000-15-15100-515610-00000000-	ARV/66875428	TOOLS - FLTHVY4	110221	2/3/2026	34.25
	1000-15-15100-515610-00000000-	ARV/66820446	TOOLS - FLTHVY2	110221	2/3/2026	832.05
	1000-15-15100-515610-00000000-	ARV/67016975	TOOLS - FLTAUTO	110221	2/3/2026	355.76
	1000-15-15100-515610-00000000-	ARV/67005897	TOOLS - FLTAUTO	110221	2/3/2026	177.00
	Total Paid by Vendor					**3,727.66**
SOLID WASTE DISPOSAL AUTHORITY	1000-52-52200-515730-00000000-	T1009117	POP 12/1/25-12/31/25 LANDFILL TIPPING FEES	90009821	1/27/2026	167.25
	Total Paid by Vendor					**167.25**
SON MEDIA GROUP	1000-19-00000-515010-00000000-	7038	POP 12/24/25-12/31/25 CITY COUNCIL PUBLICATIONS	110223	2/3/2026	1,842.00
	1000-19-00000-515010-00000000-	7037	POP:12/24/25 CITY COUNCIL PUBLICATIONS	110223	2/3/2026	9,405.88
	1000-19-00000-515010-00000000-	7047	POP: 1/14/26 CITY COUNCIL PUBLICATIONS	110223	2/3/2026	8,714.60
	1000-19-00000-515010-00000000-	7063	POP 1/28/26 SPEAKIN OUT NEWS	110223	2/3/2026	4,779.54
	1000-19-00000-515010-00000000-	7081	POP 1/28/26-2/4/26 SPEAKIN OUT NEWS	110223	2/3/2026	5,754.00
	Total Paid by Vendor					**30,496.02**
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	1000-15-15100-513030-00000000-	32554	COM TX 011626/32554	90009751	1/20/2026	822.82
	1000-15-15100-513030-00000000-	32554	COM TX 011626/32554	90009751	1/20/2026	63.18
	1000-15-15100-513030-00000000-	32554	COM TX 011626/32554	90009751	1/20/2026	33.64
	1000-15-15100-513030-00000000-	32554	COM TX 011626/32554	90009751	1/20/2026	427.50
	1000-15-15100-513030-00000000-	32584	COM TX 012726/32584	90009898	2/3/2026	165.00
	1000-15-15100-513030-00000000-	32584	COM TX 012726/32584	90009898	2/3/2026	1,018.75
	1000-15-15100-513030-00000000-	32584	COM TX 012726/32584	90009898	2/3/2026	18.03
	1000-52-52900-515340-00000000-	32589	LIFTGATE FOR TRUCK - GREEN TEAM	90009898	2/3/2026	5,238.12
	1000-15-15100-513030-00000000-	32602	COM TX 020226/32602	90009898	2/3/2026	252.90
	1000-15-15100-513030-00000000-	32602	COM TX 020226/32602	90009898	2/3/2026	25.92
	1000-15-15100-513030-00000000-	32602	COM TX 020226/32602	90009898	2/3/2026	76.72
	1000-15-15100-513030-00000000-	32602	COM TX 020226/32602	90009898	2/3/2026	742.50
	Total Paid by Vendor					**8,885.08**
SOUTHERN COMMUNICATIONS INC	1000-17-17100-515070-00000000-	REG20260000471197	POP 1/1/26-1/31/26 O&M LTE ACCT #11027909	110093	1/27/2026	1,458.56
	Total Paid by Vendor					**1,458.56**
SOUTHERN TIRE MART LLC	1000-15-15100-513030-00000000-	2240046759	COM TX 011526/2240046759	90009752	1/20/2026	28.00
	1000-15-15100-513030-00000000-	2240046759	COM TX 011526/2240046759	90009752	1/20/2026	338.46
	1000-15-15100-513030-00000000-	2240046759	COM TX 011526/2240046759	90009752	1/20/2026	85.00
	1000-15-15100-513030-00000000-	2240046759	COM TX 011526/2240046759	90009752	1/20/2026	25.00
	1000-00-00000-140101-00000000-	2240046810	TIRE - PART# 1401978	109955	1/20/2026	990.00
	1000-00-00000-140101-00000000-	2240047054	TIRE - PART# 1400124 1401973	110094	1/27/2026	4,037.05
	1000-00-00000-140101-00000000-	2240047098	TIRE - PART# 1401978 1401979	110094	1/27/2026	1,072.00
	1000-00-00000-140101-00000000-	2240047338	TIRE - PART# 1401978 1401979	110222	2/3/2026	2,515.00
	Total Paid by Vendor					**9,090.51**
STANARD & ASSOCIATES INC	1000-42-42100-515370-00000000-	SA000063523	POP 12/26/26 PROMOTIONAL TESTING	110224	2/3/2026	1,087.50
	Total Paid by Vendor					**1,087.50**
STAPLES INC	1000-52-52100-515340-00000000-	6052788410	DESK CALENDARS & MEMO PADS - ADMIN	90009753	1/20/2026	51.08
	1000-30-30600-515340-00000000-	6052788416	OFFICE SUPPLIES-KIMBERLY WALLACE	90009822	1/27/2026	621.99
	1000-30-30200-515340-00000000-	6052788439	DESK CALENDAR FOR FY26	90009822	1/27/2026	4.55
	1000-50-00000-515340-00000000-	6052788441	OFFICE SUPPLIES	90009753	1/20/2026	18.08
	1000-18-00000-515340-00000000-	6052788421	OFFICE SUPPLIES	90009753	1/20/2026	70.76
	1000-14-14300-515340-00000000-	6052788423	2026 DESK CALENDARS AND OFFICE SUPPLIES	90009753	1/20/2026	121.97

	1000-14-14300-515340-00000000-	6052788429	2026 DESK CALENDARS AND OFFICE SUPPLIES	90009753	1/20/2026	13.18
	1000-16-16100-515340-00000000-	6052788444	HR PRINTER TONER ORDER	90009753	1/20/2026	507.09
	1000-14-14310-515340-00000000-	6052788447	CALENDAR	90009753	1/20/2026	3.81
	1000-10-00000-515340-00000000-	6053341178	OFFICE SUPPLIES FOR ADMINISTRATION	90009822	1/27/2026	152.50
	1000-15-15100-515340-00000000-	6053341171	SUPPLIES FOR OFFICE	90009822	1/27/2026	224.84
	1000-18-00000-515340-00000000-	6053341170	OFFICE SUPPLIES	90009753	1/20/2026	25.32
	1000-18-00000-515340-00000000-	6053341168	OFFICE SUPPLIES	90009753	1/20/2026	127.47
	1000-52-52500-515340-00000000-	6053341164	INK REFILLS & BINDERS - WEST/HAYS	90009822	1/27/2026	35.96
	1000-52-52400-515340-00000000-	6053341164	INK REFILLS & BINDERS - WEST/HAYS	90009822	1/27/2026	101.11
	1000-15-15100-515340-00000000-	6053341152	SUPPLIES FOR OFFICE	90009822	1/27/2026	43.49
	1000-18-00000-515340-00000000-	6052788458	OFFICE SUPPLIES	90009753	1/20/2026	52.72
	1000-52-52100-515340-00000000-	6053341150	PRINTER INK FOR NORTH/CARDS - ADMIN	90009822	1/27/2026	37.49
	1000-52-52600-515340-00000000-	6053341162	PRINTER INK FOR NORTH/CARDS - ADMIN	90009822	1/27/2026	132.22
	1000-42-42100-515340-00000000-	6053341180	OFFICE SUPPLIES	90009822	1/27/2026	13.53
	1000-42-42100-515340-00000000-	6053341175	OFFICE SUPPLIES	90009822	1/27/2026	109.89
	1000-52-52100-515340-00000000-	6053796097	KEYBOARD, NOTEBOOKS, BATTERIES - ADMIN	90009822	1/27/2026	30.86
	1000-42-42100-515340-00000000-	6052788407	OFFICE SUPPLIES	90009899	2/3/2026	183.18
	1000-42-42100-515340-00000000-	6052788413	OFFICE SUPPLIES	90009899	2/3/2026	84.28
	1000-55-55100-515340-00000000-	6053796095	OFFICE SUPPLIES FOR PWS MAINT	90009899	2/3/2026	264.46
	1000-52-52100-515340-00000000-	6053796090	KEYBOARD, NOTEBOOKS, BATTERIES - ADMIN	90009899	2/3/2026	70.72
	1000-75-75100-515340-00000000-	6053341166	ITEMS FOR OFFICE	90009899	2/3/2026	423.37
	1000-75-75300-515340-00000000-	6053341166	ITEMS FOR OFFICE	90009899	2/3/2026	19.96
	1000-42-42100-515340-00000000-	6054815344	OFFICE SUPPLIES	90009899	2/3/2026	105.99
	1000-42-42100-515340-00000000-	6054815353	OFFICE SUPPLIES	90009899	2/3/2026	55.98
	1000-15-15100-515340-00000000-	6054815342	SUPPLIES FOR SHOP	90009899	2/3/2026	151.52
	Total Paid by Vendor					**3,859.37**
STATE OF OKLAHOMA	1000-00-00000-210180-00000000-	433935	Payroll Run 1 - Warrant 260118	109991	1/22/2026	159.92
	Total Paid by Vendor					**159.92**
STATE SYSTEMS INC	1000-14-14300-513010-00000000-	148054328	CAMERA EQUIPMENT - MCGUCKEN PARK	90009823	1/27/2026	7,657.04
	1000-14-14300-513010-00000000-	148054592	POP:12/03/25-01/05/26 REPAIRS ALARM & SPRINKLER	90009754	1/20/2026	570.00
	1000-14-14300-513010-00000000-	148054613	POP:10/10/25 REPAIRS ALARM & SPRINKLER	90009754	1/20/2026	380.00
	1000-41-41100-515340-00000000-	148055239	POP:01/01/26-01/31/26 ALARM MONITORING	90009754	1/20/2026	297.00
	1000-14-14300-513010-00000000-	148053973	POP:12/18/25-12/31/25 REPAIRS ALARM & SPRINKLER	90009754	1/20/2026	95.00
	1000-53-53200-513010-PK1010XX-	148055282	POP:12/01/25-12/31/25 FIRE ALARMS,SPRINKLERS	90009754	1/20/2026	607.50
	1000-53-53200-513010-PK1020XX-	148055282	POP:12/01/25-12/31/25 FIRE ALARMS,SPRINKLERS	90009754	1/20/2026	86.50
	1000-53-53200-513010-PK1030XX-	148055282	POP:12/01/25-12/31/25 FIRE ALARMS,SPRINKLERS	90009754	1/20/2026	936.50
	1000-53-53200-513010-PK1040XX-	148055282	POP:12/01/25-12/31/25 FIRE ALARMS,SPRINKLERS	90009754	1/20/2026	106.50
	1000-53-53200-513010-PK1051XX-	148055282	POP:12/01/25-12/31/25 FIRE ALARMS,SPRINKLERS	90009754	1/20/2026	318.00
	1000-14-14300-513010-00000000-	148054188	POP 12/8/25 SPRINKLER REPAIR	90009823	1/27/2026	617.80
	Total Paid by Vendor					**11,671.84**
STEPHEN C. CHAPMAN	1000-30-30400-515340-00000000-	8577573	POP:12/19/25SANTA BIG SPRING JINGLE (SPEC. EVENTS)	110096	1/27/2026	330.00
	Total Paid by Vendor					**330.00**
STRICKLAND COMPANIES	1000-12-12500-515340-00000000-	HU067695-00	PAPER FOR STOCK	109957	1/20/2026	364.22
	1000-42-42100-515340-00000000-	HU068322-00	COPIER PAPER	109957	1/20/2026	982.12
	1000-43-00000-515340-00000000-	HU067689-00	PAPER STOCK FOR MUNICIPAL COURT	110097	1/27/2026	915.80
	1000-00-00000-140110-00000000-	HU069102-00	OFFICE SUPPLIES/305 FOUNTAIN CIRCLE SW	110097	1/27/2026	1,846.20
	1000-12-12500-515340-00000000-	HU066563 CI	CREDIT FOR INVOICE HU066564-00	110225	2/3/2026	-29.62
	1000-12-12500-515340-00000000-	HU066564-00	SUPPLIES FOR PRINTING WASH W/CREDIT HU066563 CI	110225	2/3/2026	29.62
	1000-12-12500-515340-00000000-	HU070018-00	PAPER FOR STOCK	110225	2/3/2026	320.56
	Total Paid by Vendor					**4,428.90**
STS DISTRIBUTION LLC	1000-52-52300-513010-00000000-	5235	MARKING DUST FOR SPORTS FIELDS - SPORTS/NORTH	90009900	2/3/2026	1,230.00
	1000-52-52600-513010-00000000-	5235	MARKING DUST FOR SPORTS FIELDS - SPORTS/NORTH	90009900	2/3/2026	1,230.00
	Total Paid by Vendor					**2,460.00**
SUMMER FUN LLC	1000-30-30400-515340-00000000-	18231	POP 12/19/25-12/22/25 LIGHTING SPECIAL EVENTS	110098	1/27/2026	247.50
	1000-30-30400-515370-00000000-	18231	POP 12/19/25-12/22/25 LIGHTING SPECIAL EVENTS	110098	1/27/2026	22.28
	Total Paid by Vendor					**269.78**
SUNBELT FIRE INC	1000-42-42100-515610-00000000-	42115	GROUND MONITOR	90009901	2/3/2026	80,600.00
	1000-42-42100-515050-00000000-	00034390	CADET HELMETS	90009901	2/3/2026	8,998.00
	Total Paid by Vendor					**89,598.00**
TEMPLE INC	1000-75-75300-515340-00000000-	INV0275535	CONFLICT MONITOR TESTER	109958	1/20/2026	15,891.00
	Total Paid by Vendor					**15,891.00**

TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	433924	Payroll Run 1 - Warrant 260118	109992	1/22/2026	726.91
	Total Paid by Vendor					**726.91**
TENNESSEE VALLEY FENCE INC	1000-14-14300-513010-00000000-	31936	POP 12/31/25 OPERATOR REPAIRS	90009756	1/20/2026	155.00
	1000-14-14300-513010-00000000-	31935	POP 12/31/25 OPERATOR REPAIRS	90009756	1/20/2026	155.00
	1000-14-14300-513010-00000000-	31928	POP 12/30/25 GATE OPERATOR REPAIRS	90009824	1/27/2026	310.00
	Total Paid by Vendor					**620.00**
THE ARTS COUNCIL INC	1000-00-00000-610059-CAPITALP-	PA01262026	POP: 1/01/26-3/31/26 APPROPRIATION ORD NO. 25-744	90009772	1/27/2026	87,500.00
	1000-00-00000-610059-FACILITY-	SMC01262026	POP:1/1/26-3/31/26FY26 APPROPRIATION ORD NO 25-744	90009772	1/27/2026	15,000.00
	1000-00-00000-610059-ARTSMAST-	PAS01262026	POP:1/1/26-3/31/26FY26 APPROPRIATION ORD NO 25-744	90009772	1/27/2026	43,184.50
	Total Paid by Vendor					**145,684.50**
THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILL	1000-42-42100-515370-00000000-	285772	POP: 12/05/25- 12/11/25 - PHYSICAL AND VACCINE	90009905	2/3/2026	1,561.00
	Total Paid by Vendor					**1,561.00**
THE LIOCE GROUP INC	1000-17-17100-515250-00000000-	IN624368	POP: 12/11/25-01/10/26- COPIER SERVICES COH	110099	1/27/2026	51.65
	1000-17-17100-515250-00000000-	IN624369	POP: 12/11/25-01/10/26- COPIER SERVICES COH	110099	1/27/2026	123.11
	1000-17-17100-515250-00000000-	IN628132	POP: 01/29/26- FOR LIOCE SERVICES COH	110229	2/3/2026	150.00
	Total Paid by Vendor					**324.76**
THE ROBERTS GROUP INC	1000-30-30100-515340-00000000-	1656669	POP 12/2/25 DRINKING WATER	110230	2/3/2026	70.00
	1000-30-30400-515520-00000000-	1659823	POP 1/15/26 DRINKING WATER	110230	2/3/2026	95.50
	1000-30-30400-515520-00000000-	1663219	POP 12/1/25-12/31/25 DRINKING WATER	110230	2/3/2026	9.50
	1000-30-30400-515520-00000000-	1663603	POP 1/22/26 DRINKING WATER	110230	2/3/2026	3.50
	1000-15-15100-515340-00000000-	1661422	POP 1/19/26 ADMIN WING DRINKING WATER	110230	2/3/2026	3.50
	1000-16-16300-515340-00000000-	1666775	POP 1/1/26-1/31/26 WATER FOR HEALTH	110230	2/3/2026	53.70
	1000-30-30200-515340-00000000-	1655970	POP 10/1/25-10/31/25 WATER & DISPENSER FOR FY26	110230	2/3/2026	8.50
	1000-30-30200-515340-00000000-	1658866	POP 11/1/25-11/30/25 WATER & DISPENSER FOR FY26	110230	2/3/2026	8.50
	1000-30-30100-515340-00000000-	1662234	POP 1/28/26 DRINKING WATER	110230	2/3/2026	119.50
	Total Paid by Vendor					**372.20**
THE WW WILLIAMS COMPANY LLC	1000-15-15100-513030-00000000-	072W25159	COM TX 011526/072W25159	109970	1/20/2026	108.00
	1000-15-15100-513030-00000000-	072W24776	COM TX 012326/072W24776	110115	1/27/2026	45,321.77
	1000-15-15100-513030-00000000-	072W24776	COM TX 012326/072W24776	110115	1/27/2026	10,444.87
	1000-15-15100-513030-00000000-	072W24776	COM TX 012326/072W24776	110115	1/27/2026	3,075.00
	Total Paid by Vendor					**58,949.64**
THOMPSON TRACTOR COMPANY INC	1000-15-15100-513030-00000000-	TTC1-1327426	COM TX 012126/TTC1-1327426	110100	1/27/2026	1,037.53
	1000-15-15100-513030-00000000-	TTC1-1327426	COM TX 012126/TTC1-1327426	110100	1/27/2026	1,197.00
	1000-52-52100-520500-00000000-	SPI01782724	ECONOLINE TRAILER FOR WEST MAINT	110100	1/27/2026	8,952.50
	1000-15-15100-513030-00000000-	TTC1-1328088	COM TX 012326/TTC1-1328088	110100	1/27/2026	1,340.85
	1000-15-15100-513030-00000000-	TTC1-1328088	COM TX 012326/TTC1-1328088	110100	1/27/2026	953.74
	1000-15-15100-513030-00000000-	TTC1-1332552	COM TX 020226/TTC1-1332552	110231	2/3/2026	648.91
	1000-15-15100-513030-00000000-	TTC1-1332552	COM TX 020226/TTC1-1332552	110231	2/3/2026	1,175.85
	1000-15-15100-513030-00000000-	TTC1-1332552	COM TX 020226/TTC1-1332552	110231	2/3/2026	1,041.19
	Total Paid by Vendor					**16,347.57**
THREE H FURNITURE SYSTEMS LIMITED	1000-75-75300-515340-00000000-	231168	TABLE FOR CONFERENCE ROOM	110101	1/27/2026	1,209.00
	Total Paid by Vendor					**1,209.00**
THRIVE OUTDOOR INC	1000-51-00000-515370-00000000-	93604	POP 1/1/26-1/31/26 WEEDEATING SERVICES	90009757	1/20/2026	23,240.00
	Total Paid by Vendor					**23,240.00**
TIMOTHY A WILLIS	1000-43-00000-515370-00000000-	1/15/26-1ST SESSION	POP 1/15/26 TIMOTHY WILLIS	109959	1/20/2026	105.00
	1000-43-00000-515370-00000000-	1/21/26-1ST SESSION	POP 1/21/26 TIMOTHY WILLIS	110102	1/27/2026	120.00
	1000-43-00000-515370-00000000-	1/22/26-2ND SESSION	POP 1/22/26 TIMOTHY WILLIS	110102	1/27/2026	105.00
	1000-43-00000-515370-00000000-	1/29/26-3RD SESSION	POP 1/29/26 TIMOTHY WILLIS	110232	2/3/2026	105.00
	Total Paid by Vendor					**435.00**
TIMOTHY BEVERLY	1000-15-15100-513030-00000000-	45418	COM TX 012326/45418	110005	1/27/2026	125.00
	1000-15-15100-513030-00000000-	45399	COM TX 020226/45399	110138	2/3/2026	125.00
	Total Paid by Vendor					**250.00**
TOM JEFFREYS SIGN AND BANNER	1000-42-42100-515340-00000000-	46178	GRAPHIC DESIGN WORK Q2 BLANKET	110233	2/3/2026	75.00
	Total Paid by Vendor					**75.00**
TOP SURFACE LLC	1000-14-14300-513010-00000000-	1139	POP 12/1/25-1/8/26 FALLEN OFFICERS MEMORIAL	90009825	1/27/2026	625.00
	Total Paid by Vendor					**625.00**
TRAFFIC SIGNAL LLC	1000-75-75300-515340-00000000-	INV15687	WIRE FOR STOCK-TIM RILEY	90009906	2/3/2026	730.00
	1000-75-75300-515340-00000000-	INV15679	WIRE FOR STOCK-TIM RILEY	90009906	2/3/2026	6,768.00
	Total Paid by Vendor					**7,498.00**
TRI COUNTY SHOES INCORPORATED	1000-30-30100-515670-00000000-	758ST1-3222093	BLANKET (1ST QTR.) PARKS & REC. FOOTWEAR FY26	90009747	1/20/2026	150.00
	1000-30-30100-515670-00000000-	758ST1-3222277	BLANKET (1ST QTR.) PARKS & REC. FOOTWEAR FY26	90009747	1/20/2026	143.99

	1000-30-30100-515670-00000000-	758ST1-3222060	BLANKET (1ST QTR.) PARKS & REC. FOOTWEAR FY26	90009747	1/20/2026	150.00
	1000-30-30100-515670-00000000-	758ST1-3222454	BLANKET (1ST QTR.) PARKS & REC. FOOTWEAR FY26	90009747	1/20/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2874317	BOOTS FOR SHOP Q1 BLANKET	90009747	1/20/2026	131.99
	1000-15-15100-515670-00000000-	758ST1-2946495	BOOTS FOR SHOP Q1 BLANKET	90009747	1/20/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-2946753	BOOTS FOR SHOP Q1 BLANKET	90009747	1/20/2026	150.00
	1000-15-15100-515670-00000000-	758ST1-3192234	BOOTS FOR SHOP Q1 BLANKET	90009747	1/20/2026	150.00
	1000-72-00000-515670-00000000-	758ST1-2867880	UNIFORMS - BOOTS (Q1 BLANKET)	90009747	1/20/2026	195.99
	1000-72-00000-515670-00000000-	758ST1-2849219	UNIFORMS - BOOTS (Q1 BLANKET)	90009747	1/20/2026	199.99
	1000-72-00000-515670-00000000-	758ST1-2847989	UNIFORMS - BOOTS (Q1 BLANKET)	90009747	1/20/2026	159.99
	1000-72-00000-515670-00000000-	758ST1-2828131	UNIFORMS - BOOTS (Q1 BLANKET)	90009747	1/20/2026	407.98
	1000-72-00000-515670-00000000-	758ST1-2857960	UNIFORMS - BOOTS (Q1 BLANKET)	90009747	1/20/2026	367.98
	1000-72-00000-515670-00000000-	758ST1-2849899	UNIFORMS - BOOTS (Q1 BLANKET)	90009747	1/20/2026	243.99
	1000-72-00000-515670-00000000-	758ST1-2843645	UNIFORMS - BOOTS (Q1 BLANKET)	90009747	1/20/2026	352.98
	1000-72-00000-515670-00000000-	758ST1-2832382	UNIFORMS - BOOTS (Q1 BLANKET)	90009747	1/20/2026	207.99
	1000-72-00000-515670-00000000-	758ST1-3185025	UNIFORMS - BOOTS (Q2 BLANKET)	90009891	2/3/2026	139.99
	1000-70-70200-515670-00000000-	758ST1-2503188	SAFETY BOOTS- COMM.DEV (Q1 BLANKET PO)	90009891	2/3/2026	43.99
	Total Paid by Vendor					**3,496.85**
TRIGREEN EQUIPMENT	1000-15-15100-513030-00000000-	6394163	COM TX 011226/6394163	90009758	1/20/2026	375.00
	1000-15-15100-513030-00000000-	6394163	COM TX 011226/6394163	90009758	1/20/2026	15.00
	1000-52-52600-515340-00000000-	6381172	POP 12/11/25 CANOPY W/MOUNTING	90009758	1/20/2026	1,045.10
	Total Paid by Vendor					**1,435.10**
TRIHAZ SOLUTIONS LLC	1000-42-42100-515340-00000000-	67114	POP 1/1/26-1/31/26 FIRE MEDICAL WASTE DISPOSAL	90009826	1/27/2026	700.00
	Total Paid by Vendor					**700.00**
TURFGRASS OF TENNESSEE LLC	1000-52-52300-513010-00000000-	44051	SOD FOR JHP	109961	1/20/2026	10,692.00
	Total Paid by Vendor					**10,692.00**
ULINE INC	1000-42-42100-515340-00000000-	203311111	SKID STEER FORK EXTENSIONS	110237	2/3/2026	438.63
	Total Paid by Vendor					**438.63**
UNITED STATES TREASURY	1000-00-00000-210180-00000000-	433930	Payroll Run 1 - Warrant 260118	109982	1/22/2026	34.00
	Total Paid by Vendor					**34.00**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	433933	Payroll Run 1 - Warrant 260118	109983	1/22/2026	322.35
	Total Paid by Vendor					**322.35**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	433920	Payroll Run 1 - Warrant 260118	109973	1/21/2026	1,030,393.02
	1000-00-00000-210140-00000000-	433920	Payroll Run 1 - Warrant 260118	109973	1/21/2026	543,294.06
	1000-00-00000-210120-00000000-	MEDI PYMT 21124	MEDICARE PAYMENT FOR EMP #21124	109975	1/22/2026	350.40
	Total Paid by Vendor					**1,574,037.48**
USDA APHIS WILDLIFE SERVICES	1000-52-52100-515370-00000000-	3005567849	POP 12/1/25-12/31/25 WILDLIFE REMOVAL	110107	1/27/2026	4,650.97
	Total Paid by Vendor					**4,650.97**
VC3, INC	1000-00-00000-140200-00000000-	VC3-234759	POP 01/01/26-12/31/26 THINKGARD SUPPORT ITS	110239	2/3/2026	25,440.00
	Total Paid by Vendor					**25,440.00**
VERTA, LLC	1000-17-17400-520200-00000000-	P-2662	AV AUDIO VISUAL EQUIPMENT	90009910	2/3/2026	1,099.00
	Total Paid by Vendor					**1,099.00**
VISION SERVICE PLAN	1000-00-00000-210150-00000000-	824287318	DECEMBER 2025 ACCT #30015389/3429037	90009760	1/20/2026	24,468.14
	Total Paid by Vendor					**24,468.14**
VITAL RECORDS HOLDINGS LLC	1000-55-55100-515340-00000000-	5797916	POP 12/1/25-12/31/25 SHREDDING SERVICES	110110	1/27/2026	80.00
	1000-12-12100-515375-00000000-	5868903	POP 1/1/26-1/31/26 VITAL RECORDS	110240	2/3/2026	1,911.23
	Total Paid by Vendor					**1,991.23**
WAAY TV	1000-41-41305-515430-00000000-	2826010142	POP 1/1/26-1/31/26 RECRUITMENT ADVERTISING	110242	2/3/2026	5,150.00
	Total Paid by Vendor					**5,150.00**
WAGEWORKS	1000-00-00000-210250-00000000-	433919	Payroll Run 1 - Warrant 260118	109974	1/21/2026	6,361.07
	1000-00-00000-210260-00000000-	433919	Payroll Run 1 - Warrant 260118	109974	1/21/2026	32,937.01
	Total Paid by Vendor					**39,298.08**
WATCH SYSTEMS LLC	1000-41-41100-515520-00000000-	66803	POP 1/9/26 SEX OFNDR NOTIFICATIONS	90009762	1/20/2026	174.72
	1000-41-41100-515520-00000000-	66920	SEX OFNDR NOTIFICATIONS- 2ND QUARTER BLANKET PO	90009912	2/3/2026	386.88
	Total Paid by Vendor					**561.60**
WH THOMAS OIL CO INC	1000-52-52600-513010-00000000-	624625	MOTOR OIL FOR NORTH MAINT	90009831	1/27/2026	536.49
	Total Paid by Vendor					**536.49**
WHALEY FOODSERVICE LLC	1000-14-14300-513010-00000000-	4712523	POP 1/20/26-1/27/26 MISC PLUMBING/HVAC	90009913	2/3/2026	1,482.47
	Total Paid by Vendor					**1,482.47**
WHOLESALE COMMERCIAL LAUNDRY EQUIPMENT SE LLC	1000-14-14300-513010-00000000-	PS-INV179672	POP 11/17/25-1/8/26 LAUNDRY APPLIANCE REPAIRS	110111	1/27/2026	495.00
	1000-14-14300-513010-00000000-	PS-INV182734	POP 12/3/25-1/8/26 LAUNDRY APPLIANCE REPAIRS	110111	1/27/2026	485.00
	1000-14-14300-513010-00000000-	PS-INV184190	POP 12/18/25-1/8/26 LAUNDRY APPLIANCE REPAIRS	110111	1/27/2026	485.00

	1000-14-14300-513010-00000000-	PS-INV185938	POP 12/29/25-1/8/26 LAUNDRY APPLIANCE REPAIRS	110111	1/27/2026	735.00
	1000-14-14300-513010-00000000-	PS-INV185942	POP 12/29/25-1/8/26 LAUNDRY APPLIANCE REPAIRS	110111	1/27/2026	505.97
	1000-14-14300-513010-00000000-	PS-INV182731	POP 12/1/25-1/8/26 LAUNDRY APPLIANCE REPAIRS	110244	2/3/2026	519.28
	1000-14-14300-513010-00000000-	PS-INV182966	POP 12/8/25-1/8/26 LAUNDRY APPLIANCE REPAIRS	110244	2/3/2026	487.71
	Total Paid by Vendor					**3,712.96**
WILMER & LEE PA	1000-18-00000-515372-00000000-	2255559890	POP 12/4/25-12/19/25 OUTSIDE LEGAL SERVICES	109967	1/20/2026	202.50
	1000-18-00000-515372-00000000-	2255559891	POP 12/18/25-12/19/25 OUTSIDE LEGAL SERVICES	109967	1/20/2026	292.50
	1000-18-00000-515372-00000000-	2255559892	POP 12/1/25-12/18/25 OUTSIDE LEGAL SERVICES	109967	1/20/2026	360.00
	1000-18-00000-515372-00000000-	2255559893	POP 12/17/25-12/19/25 OUTSIDE LEGAL SERVICES	109967	1/20/2026	112.50
	1000-18-00000-515372-00000000-	2255559894	POP 12/1/25-12/29/25 OUTSIDE LEGAL SERVICES	109967	1/20/2026	1,920.00
	1000-18-00000-515372-00000000-	2255559895	POP 12/18/25-12/19/25 OUTSIDE LEGAL SERVICES	109967	1/20/2026	135.00
	1000-18-00000-515372-00000000-	2255559896	POP 12/1/25-12/22/25 OUTSIDE LEGAL SERVICES	109967	1/20/2026	1,280.03
	Total Paid by Vendor					**4,302.53**
WINDSHIELDS & MORE OF N AL LLC	1000-15-15100-513030-00000000-	1686-5235513	COM TX 012326/1686-5235513	90009832	1/27/2026	850.00
	1000-15-15100-513030-00000000-	1686-5235516	COM TX 012326/1686-5235516	90009832	1/27/2026	850.00
	Total Paid by Vendor					**1,700.00**
WINSUPPLY HUNTSVILLE AL CO.	1000-14-14300-513010-00000000-	095056 01	2026 Q2 BLANKET - PLUMBING PARTS (SPECIFIC ITEMS)	109968	1/20/2026	11.00
	1000-14-14300-513010-00000000-	095185 01	2026 Q2 BLANKET - PLUMBING PARTS (SPECIFIC ITEMS)	109968	1/20/2026	38.90
	1000-14-14300-513010-00000000-	095196 01	2026 Q2 BLANKET - PLUMBING PARTS (SPECIFIC ITEMS)	109968	1/20/2026	123.08
	1000-14-14300-513010-00000000-	094706 01	2026 Q2 BLANKET - PLUMBING PARTS	109968	1/20/2026	433.28
	1000-14-14300-513010-00000000-	094846 01	2026 Q2 BLANKET - PLUMBING PARTS	109968	1/20/2026	213.68
	1000-14-14300-513010-00000000-	094665 01	2026 Q2 BLANKET - PLUMBING PARTS	109968	1/20/2026	14.68
	1000-14-14300-513010-00000000-	095330 01	2026 Q2 BLANKET - PLUMBING PARTS	109968	1/20/2026	55.45
	1000-14-14300-513010-00000000-	095331 01	2026 Q2 BLANKET - PLUMBING PARTS	109968	1/20/2026	143.24
	1000-14-14300-513010-00000000-	095387 01	2026 Q2 BLANKET - PLUMBING PARTS	109968	1/20/2026	258.89
	1000-14-14300-513010-00000000-	095197 01	2026 Q2 BLANKET - PLUMBING PARTS	109968	1/20/2026	98.75
	1000-14-14300-513010-00000000-	095057 01	2026 Q2 BLANKET - PLUMBING PARTS	109968	1/20/2026	78.97
	1000-14-14300-513010-00000000-	095250 01	2026 Q2 BLANKET - PLUMBING PARTS	109968	1/20/2026	34.34
	1000-14-14300-513010-00000000-	095389 01	2026 Q2 BLANKET - PLUMBING PARTS	109968	1/20/2026	138.90
	1000-14-14300-513010-00000000-	090858 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	109968	1/20/2026	106.26
	1000-14-14300-513010-00000000-	094873 01	2026 Q2 BLANKET - PLUMBING PARTS	109968	1/20/2026	1,500.00
	1000-14-14300-513010-00000000-	094531 01	2026 Q1 BLANKET - PLUMBING PARTS	110112	1/27/2026	213.60
	1000-14-14300-513010-00000000-	094574 01	2026 Q1 BLANKET - PLUMBING PARTS	110112	1/27/2026	136.27
	1000-14-14300-513010-00000000-	095358 01	2026 Q2 BLANKET - PLUMBING PARTS	110112	1/27/2026	222.19
	1000-14-14300-513010-00000000-	095704 01	2026 Q2 BLANKET - PLUMBING PARTS	110112	1/27/2026	150.03
	1000-14-14300-513010-00000000-	095677 01	2026 Q2 BLANKET - PLUMBING PARTS	110112	1/27/2026	300.06
	1000-14-14300-513010-00000000-	095266 01	2026 Q2 BLANKET - PLUMBING PARTS	110112	1/27/2026	44.39
	1000-14-14300-513010-00000000-	095573 01	2026 Q2 BLANKET - PLUMBING PARTS	110112	1/27/2026	1,429.74
	1000-14-14300-513010-00000000-	095839 02	2026 Q2 BLANKET - PLUMBING PARTS	110112	1/27/2026	651.04
	1000-14-14300-513010-00000000-	095857 01	2026 Q2 BLANKET - PLUMBING PARTS	110112	1/27/2026	202.55
	1000-14-14300-513010-00000000-	095806 01	2026 Q2 BLANKET - PLUMBING PARTS	110112	1/27/2026	17.47
	1000-14-14300-513010-00000000-	095814 01	2026 Q2 BLANKET - PLUMBING PARTS	110112	1/27/2026	9.90
	1000-14-14300-513010-00000000-	091737 01	2026 Q1 BLANKET - PLUMBING PARTS	110245	2/3/2026	207.70
	1000-14-14300-515610-00000000-	091737 01	2026 Q1 BLANKET - PLUMBING PARTS	110245	2/3/2026	44.33
	1000-14-14300-513010-00000000-	094196 01	2026 Q2 BLANKET - PLUMBING PARTS	110245	2/3/2026	215.78
	1000-14-14300-513010-00000000-	095926 01	2026 Q2 BLANKET - PLUMBING PARTS	110245	2/3/2026	34.36
	1000-14-14300-513010-00000000-	095927 01	2026 Q2 BLANKET - PLUMBING PARTS (SPECIFIC ITEMS)	110245	2/3/2026	1.15
	1000-14-14300-513010-00000000-	096160 01	2026 Q2 BLANKET - PLUMBING PARTS	110245	2/3/2026	142.18
	Total Paid by Vendor					**7,272.16**
WITTICHEN SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S108396679.001	2026 Q2 BLANKET HVAC SUPPLIES	90009764	1/20/2026	41.06
	1000-14-14300-513010-00000000-	S108393018.001	2026 Q2 BLANKET HVAC SUPPLIES	90009764	1/20/2026	115.92
	1000-14-14300-513010-00000000-	S108398585.001	2026 Q2 BLANKET HVAC SUPPLIES	90009764	1/20/2026	143.10
	1000-14-14300-513010-00000000-	S108449637.001	2026 Q2 BLANKET HVAC SUPPLIES	90009915	2/3/2026	65.62
	1000-14-14300-513010-00000000-	S108450917.001	2026 Q2 BLANKET HVAC SUPPLIES	90009915	2/3/2026	55.57
	1000-14-14300-513010-00000000-	S108450920.001	2026 Q2 BLANKET HVAC SUPPLIES	90009915	2/3/2026	55.57
	Total Paid by Vendor					**476.84**
WIZ KIDZ LLC	1000-14-14300-515460-00000000-	022026	POP 2/1/26-2/28/26 SHONEY DRIVE LEASE	110113	1/27/2026	5,837.01
	Total Paid by Vendor					**5,837.01**
WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	16543029	COM TX 011526/16543029	109969	1/20/2026	6,800.00
	1000-15-15100-513030-00000000-	16543029	COM TX 011526/16543029	109969	1/20/2026	18,725.45
	1000-15-15100-513030-00000000-	16550559	COM TX 011626/16550559	109969	1/20/2026	1,449.02

		1000-15-15100-513030-00000000-	16550559	COM TX 011626/16550559	109969	1/20/2026	1,712.50
		1000-15-15100-513030-00000000-	18922590	COM TX 012326/18922590	110114	1/27/2026	616.75
		1000-15-15100-513030-00000000-	18922590	COM TX 012326/18922590	110114	1/27/2026	926.40
		1000-15-15100-513030-00000000-	18922590	COM TX 012326/18922590	110114	1/27/2026	518.40
		1000-15-15100-513030-00000000-	18922590	COM TX 012326/18922590	110114	1/27/2026	378.00
		1000-15-15100-513030-00000000-	18922590	COM TX 012326/18922590	110114	1/27/2026	265.00
		1000-15-15100-513030-00000000-	18922613	COM TX 012326/18922613	110114	1/27/2026	1,337.31
		1000-15-15100-513030-00000000-	18922613	COM TX 012326/18922613	110114	1/27/2026	268.80
		1000-15-15100-513030-00000000-	18922613	COM TX 012326/18922613	110114	1/27/2026	163.20
		1000-15-15100-513030-00000000-	18922613	COM TX 012326/18922613	110114	1/27/2026	119.00
		1000-15-15100-513030-00000000-	18922613	COM TX 012326/18922613	110114	1/27/2026	170.00
		1000-15-15100-513030-00000000-	18922626	COM TX 020226/18922626	110246	2/3/2026	3,444.81
		1000-15-15100-513030-00000000-	18922626	COM TX 020226/18922626	110246	2/3/2026	259.20
		1000-15-15100-513030-00000000-	18922626	COM TX 020226/18922626	110246	2/3/2026	163.20
		1000-15-15100-513030-00000000-	18922626	COM TX 020226/18922626	110246	2/3/2026	142.50
		1000-15-15100-513030-00000000-	18922626	COM TX 020226/18922626	110246	2/3/2026	119.00
		1000-15-15100-513030-00000000-	18922626	COM TX 020226/18922626	110246	2/3/2026	1,624.95
		1000-15-15100-513030-00000000-	18922702	COM TX 020226/18922702	110246	2/3/2026	2,751.74
		1000-15-15100-513030-00000000-	18922702	COM TX 020226/18922702	110246	2/3/2026	566.40
		1000-15-15100-513030-00000000-	18922702	COM TX 020226/18922702	110246	2/3/2026	187.20
		1000-15-15100-513030-00000000-	18922702	COM TX 020226/18922702	110246	2/3/2026	136.50
		1000-15-15100-513030-00000000-	18922702	COM TX 020226/18922702	110246	2/3/2026	170.00
		Total Paid by Vendor					**43,015.33**
	XEROX CORPORATION	1000-12-12500-515340-00000000-	024852306	POP 11/21/25-12/21/25 PRINT SHOP COPIERS	90009765	1/20/2026	1,242.10
		1000-17-17100-515250-00000000-	IN3801379	POP 1/28/26-2/27/26 XEROX SERVICES COH	90009916	2/3/2026	82.42
		Total Paid by Vendor					**1,324.52**
	Total by Fund 1000						**6,502,165.06**
1005	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-517010-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	495,003.28
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	277,123.80
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	233.68
		1005-00-00000-517025-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	1,379.53
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	3,645.43
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	-54,850.22
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	35.62
		1005-00-00000-517020-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	322.70
		1005-00-00000-425204-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	-4,062.61
		1005-00-00000-140200-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	183.68
		1005-00-00000-517020-00000000-	GROUP DUE 2/1/26	POP: 2/1/26-3/1/26 GROUP INVOICE	90009704	1/20/2026	84,993.84
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/19-23	POP: 1/19/26-1/23/26 HEALTH CLAIMS	90009777	1/27/2026	550,100.19
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/19-23	POP: 1/19/26-1/23/26 HEALTH CLAIMS	90009777	1/27/2026	310.05
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/19-23	POP: 1/19/26-1/23/26 HEALTH CLAIMS	90009777	1/27/2026	164,732.19
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/19-23	POP: 1/19/26-1/23/26 HEALTH CLAIMS	90009777	1/27/2026	186.91
		1005-00-00000-517025-00000000-	HEALTH CLMS 1/19-23	POP: 1/19/26-1/23/26 HEALTH CLAIMS	90009777	1/27/2026	1,423.62
		1005-00-00000-140200-00000000-	HEALTH CLMS 1/19-23	POP: 1/19/26-1/23/26 HEALTH CLAIMS	90009777	1/27/2026	-183.68
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/26-30	POP: 1/26/26-1/30/26 HEALTH CLAIMS	90009847	2/3/2026	399,641.55
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/26-30	POP: 1/26/26-1/30/26 HEALTH CLAIMS	90009847	2/3/2026	362.12
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/26-30	POP: 1/26/26-1/30/26 HEALTH CLAIMS	90009847	2/3/2026	251,627.55
		1005-00-00000-517025-00000000-	HEALTH CLMS 1/26-30	POP: 1/26/26-1/30/26 HEALTH CLAIMS	90009847	2/3/2026	313.79
		1005-00-00000-517010-00000000-	PPA858434190	COBRA BENEFITS-1/06/26-3/01/26 HOLLEY FAMILY	110007	1/27/2026	1,613.11
		Total Paid by Vendor					**2,174,136.13**
	LINCOLN NATIONAL LIFE	1005-00-00000-517060-00000000-	860053255/56 12/1/25	POP: DEC 2025 GROUP LIFE & LONG TERM DISABILITY	90009877	2/3/2026	30,444.54
		Total Paid by Vendor					**30,444.54**
	REFUND PAYMENTS	1005-00-00000-425203-00000000-	2026 LIFE INS REFND	PRORATED 2026 PREMIUM WAS OVERPAID	110068	1/27/2026	17.60
		Total Paid by Vendor					**17.60**
	WAGEWORKS	1005-00-00000-517020-00000000-	INV8658331	POP: 01/01/26-01/31/26 - FY26 FSA - ANNUAL	90009830	1/27/2026	1,788.00
		Total Paid by Vendor					**1,788.00**
	Total by Fund 1005						**2,206,386.27**
1010	B&H FOTO & ELECTRONICS CORP	1010-10-00000-515524-00000000-	241059618	QUOTE STUDIO EQUIPMENT SUPPLIES VIDEOCASTING	110136	2/3/2026	1,750.53
		Total Paid by Vendor					**1,750.53**
	EMERGENCY SERVICES EDUCATION & CONSULTING	1010-42-00000-515790-00000000-	2941	POP: 01/12/26-01/16/26 - EMT RE-CERT TRAINING	110159	2/3/2026	4,110.00
		Total Paid by Vendor					**4,110.00**

	RODNEY WIGGINS	1010-42-00000-515790-00000000-	RES: 25-975	POP 1/20/26-1/22/26 HFR AFTER-INCIDENT REVIEW	110088	1/27/2026	3,000.00
	Total Paid by Vendor						**3,000.00**
	Total by Fund 1010						**8,860.53**
2000	ALL SEASONS UNIFORMS, INC.	2000-54-54M10-515670-PT502130-	IN0161762	TRANSIT UNIFORMS (ORBIT)	90009768	1/27/2026	379.55
		2000-54-54D10-515670-PT502130-	IN0161757	TRANSIT UNIFORMS	90009768	1/27/2026	237.85
		2000-54-5416D-515670-PT502130-	IN0161757	TRANSIT UNIFORMS	90009768	1/27/2026	118.00
		2000-54-5416M-515670-PT502130-	IN0161757	TRANSIT UNIFORMS	90009768	1/27/2026	118.00
		2000-54-54160-515670-PT502130-	IN0161759	TRANSIT UNIFORMS (ADMIN)	90009768	1/27/2026	473.35
		2000-54-54D41-515670-PT502130-	IN0161759	TRANSIT UNIFORMS (ADMIN)	90009768	1/27/2026	19.55
		Total Paid by Vendor					**1,346.30**
	AMAZON CAPITAL SERVICES INC	2000-54-54160-515340-PT504990-	1M9F-RT99-6DQQ	CHAIRMAT PENS FOR 521	90009769	1/27/2026	27.43
		2000-54-5416D-515340-PT504990-	1M9F-RT99-6DQQ	CHAIRMAT PENS FOR 521	90009769	1/27/2026	35.99
		2000-54-54M10-515340-PT504990-	1C4W-Y1DV-4Y43	LAMINATING SUPPLIES FOR 521	90009769	1/27/2026	68.75
		Total Paid by Vendor					**132.17**
	A-Z OFFICE RESOURCE INC	2000-54-54D10-515340-PT504990-	5961287-1	TONER FOR DISPATCH	90009696	1/20/2026	96.80
		2000-54-54M10-515340-PT504990-	5961287-1	TONER FOR DISPATCH	90009696	1/20/2026	96.80
		Total Paid by Vendor					**193.60**
	DUTCH OIL COMPANY	2000-54-54160-514010-PT504010-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	32.68
		2000-54-54999-514010-PT504010-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	29.62
		2000-54-54D10-514010-PT504010-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	429.99
		2000-54-54M10-514010-PT504010-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	1,135.87
		2000-54-54D10-514010-PT504010-	CFN-47655	FUELING TRANS DATED 011026	90009715	1/20/2026	413.26
		2000-54-54M10-514010-PT504010-	CFN-47655	FUELING TRANS DATED 011026	90009715	1/20/2026	813.41
		2000-54-54160-514010-PT504010-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	57.25
		2000-54-54999-514010-PT504010-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	27.27
		2000-54-54D10-514010-PT504010-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	536.17
		2000-54-54M10-514010-PT504010-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	1,316.07
		2000-54-54999-514010-PT504010-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	20.45
		2000-54-54D10-514010-PT504010-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	503.61
		2000-54-54M10-514010-PT504010-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	1,182.66
		2000-54-54999-514010-PT504010-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	30.74
		2000-54-54D10-514010-PT504010-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	600.23
		2000-54-54M10-514010-PT504010-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	1,571.62
		2000-54-54999-514010-PT504010-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	15.55
		2000-54-54D10-514010-PT504010-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	510.64
		2000-54-54M10-514010-PT504010-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	1,448.79
		2000-54-54160-514010-PT504010-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	48.55
		2000-54-54999-514010-PT504010-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	26.02
		2000-54-54D10-514010-PT504010-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	458.72
		2000-54-54M10-514010-PT504010-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	1,291.64
		2000-54-54160-514010-PT504010-	CFN-47872	FUELING TRANS DATED 011726	90009715	1/20/2026	36.02
		2000-54-54D10-514010-PT504010-	CFN-47872	FUELING TRANS DATED 011726	90009715	1/20/2026	308.45
		2000-54-54M10-514010-PT504010-	CFN-47872	FUELING TRANS DATED 011726	90009715	1/20/2026	920.57
		2000-54-54160-514010-PT504010-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	32.16
		2000-54-54999-514010-PT504010-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	15.38
		2000-54-54D10-514010-PT504010-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	491.22
		2000-54-54M10-514010-PT504010-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	1,437.99
		2000-54-54999-514010-PT504010-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	25.11
		2000-54-54D10-514010-PT504010-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	606.41
		2000-54-54M10-514010-PT504010-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	1,510.68
		2000-54-54160-514010-PT504010-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	29.69
		2000-54-54999-514010-PT504010-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	25.05
		2000-54-54D10-514010-PT504010-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	526.51
		2000-54-54M10-514010-PT504010-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	1,498.33
		2000-54-54M41-513030-PT503050-	INV-230048	POP: 01/16/26 DIESEL EXHAUST FLUID (BLANKET PO) Q2	90009785	1/27/2026	665.82
		2000-54-54999-514010-PT504010-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	27.26
		2000-54-54D10-514010-PT504010-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	453.27
		2000-54-54M10-514010-PT504010-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	1,314.70
		2000-54-54160-514010-PT504010-	CFN-47982	FUELING TRANS DATED 012426	90009785	1/27/2026	57.29
		2000-54-54D10-514010-PT504010-	CFN-47982	FUELING TRANS DATED 012426	90009785	1/27/2026	56.31
		2000-54-54D10-514010-PT504010-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	254.71

	2000-54-54M10-514010-PT504010-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	1,072.13
	2000-54-54160-514010-PT504010-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	84.94
	2000-54-54999-514010-PT504010-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	20.79
	2000-54-54D10-514010-PT504010-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	469.39
	2000-54-54M10-514010-PT504010-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	1,818.00
	2000-54-54D10-514010-PT504010-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	602.77
	2000-54-54M10-514010-PT504010-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	1,374.84
	2000-54-54999-514010-PT504010-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	52.95
	2000-54-54D10-514010-PT504010-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	376.22
	2000-54-54M10-514010-PT504010-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	1,431.92
	Total Paid by Vendor					**30,097.69**
HIGGINBOTHAM INSURANCE AGENCY, INC.	2000-00-00000-140200-00000000-	449897	POP: 02/01/26 -02/01/27 -TRANSIT VEHICLE INSURANCE	90009795	1/27/2026	276,214.00
	Total Paid by Vendor					**276,214.00**
JAMES R HALL	2000-54-54M41-513030-PT503050-	80180	COM TX 012326/80180	90009816	1/27/2026	375.00
	Total Paid by Vendor					**375.00**
MADISON COUNTY AUTO PARTS INC	2000-54-54M41-513030-PT503050-	278940	NAPA TRX DATE 011426	109918	1/20/2026	41.62
	2000-54-54M41-513030-PT503050-	278940	NAPA TRX DATE 011426	109918	1/20/2026	63.52
	2000-54-54M41-513030-PT503050-	278940	NAPA TRX DATE 011426	109918	1/20/2026	93.76
	2000-54-54M41-513030-PT503050-	278940	NAPA TRX DATE 011426	109918	1/20/2026	123.85
	2000-54-54M41-513030-PT503050-	278898	NAPA TRX DATE 011326	109918	1/20/2026	101.28
	2000-54-54M41-513030-PT503050-	278898	NAPA TRX DATE 011326	109918	1/20/2026	10.10
	2000-54-54M41-513030-PT503050-	278898	NAPA TRX DATE 011326	109918	1/20/2026	93.76
	2000-54-54M41-513030-PT503050-	278898	NAPA TRX DATE 011326	109918	1/20/2026	62.41
	2000-54-54M41-513030-PT503050-	278898	NAPA TRX DATE 011326	109918	1/20/2026	13.85
	2000-54-54M41-513030-PT503050-	278898	NAPA TRX DATE 011326	109918	1/20/2026	47.86
	2000-54-54M41-513030-PT503050-	278898	NAPA TRX DATE 011326	109918	1/20/2026	184.59
	2000-54-54M41-513030-PT503050-	279006	NAPA TRX DATE 011526	109918	1/20/2026	36.70
	2000-54-54M41-513030-PT503050-	279006	NAPA TRX DATE 011526	109918	1/20/2026	93.76
	2000-54-54M41-513030-PT503050-	279006	NAPA TRX DATE 011526	109918	1/20/2026	63.52
	2000-54-54M41-513030-PT503050-	279006	NAPA TRX DATE 011526	109918	1/20/2026	43.80
	2000-54-54M41-513030-PT503050-	279079	NAPA TRX DATE 012026	110051	1/27/2026	111.38
	2000-54-54M41-513030-PT503050-	279079	NAPA TRX DATE 012026	110051	1/27/2026	107.78
	2000-54-54M41-513030-PT503050-	279079	NAPA TRX DATE 012026	110051	1/27/2026	1,002.18
	2000-54-54M41-513030-PT503050-	279079	NAPA TRX DATE 012026	110051	1/27/2026	1,033.68
	2000-54-54M41-513030-PT503050-	279079	NAPA TRX DATE 012026	110051	1/27/2026	914.19
	2000-54-54M41-513030-PT503050-	279079	NAPA TRX DATE 012026	110051	1/27/2026	45.00
	2000-54-54M41-513030-PT503050-	279079	NAPA TRX DATE 012026	110051	1/27/2026	396.35
	2000-54-54M41-513030-PT503050-	279079	NAPA TRX DATE 012026	110051	1/27/2026	20.10
	2000-54-54D41-513030-PT503050-	279111	NAPA TRX DATE 012126	110051	1/27/2026	138.68
	2000-54-54D41-513030-PT503050-	279111	NAPA TRX DATE 012126	110051	1/27/2026	677.46
	2000-54-54D41-513030-PT503050-	279111	NAPA TRX DATE 012126	110051	1/27/2026	31.72
	2000-54-54D41-513030-PT503050-	279111	NAPA TRX DATE 012126	110051	1/27/2026	5.84
	2000-54-54D41-513030-PT503050-	279111	NAPA TRX DATE 012126	110051	1/27/2026	121.06
	2000-54-54M41-513030-PT503050-	279111	NAPA TRX DATE 012126	110051	1/27/2026	48.73
	2000-54-54160-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	5.54
	2000-54-54160-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	7.09
	2000-54-54M41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	42.39
	2000-54-54M41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	184.59
	2000-54-54M41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	57.10
	2000-54-54M41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	47.86
	2000-54-54M41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	49.10
	2000-54-54M41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	13.85
	2000-54-54D41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	243.29
	2000-54-54D41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	30.38
	2000-54-54D41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	3.77
	2000-54-54D41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	44.81
	2000-54-54D41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	110.85
	2000-54-54D41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	126.56
	2000-54-54D41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	621.36
	2000-54-54D41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	425.32
	2000-54-54D41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	439.92

		2000-54-54D41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	26.73
		2000-54-54D41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	265.82
		2000-54-54D41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	20.72
		2000-54-54D41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	37.27
		2000-54-54M41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	5.87
		2000-54-54M41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	5.96
		2000-54-54M41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	5.78
		2000-54-54M41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	218.62
		2000-54-54M41-513030-PT503050-	279281	NAPA TRX DATE 012726	110186	2/3/2026	29.60
		2000-54-54M41-513030-PT503050-	279324	NAPA TRX DATE 012826	110186	2/3/2026	49.10
		2000-54-54M41-513030-PT503050-	279324	NAPA TRX DATE 012826	110186	2/3/2026	13.85
		2000-54-54M41-513030-PT503050-	279324	NAPA TRX DATE 012826	110186	2/3/2026	68.75
		2000-54-54M41-513030-PT503050-	279324	NAPA TRX DATE 012826	110186	2/3/2026	20.20
		2000-54-54M41-513030-PT503050-	279324	NAPA TRX DATE 012826	110186	2/3/2026	47.86
		2000-54-54D41-513030-PT503050-	279324	NAPA TRX DATE 012826	110186	2/3/2026	18.60
		2000-54-54D41-513030-PT503050-	279324	NAPA TRX DATE 012826	110186	2/3/2026	7.05
		2000-54-54D41-513030-PT503050-	279324	NAPA TRX DATE 012826	110186	2/3/2026	7.05
		2000-54-54M41-513030-PT503050-	279324	NAPA TRX DATE 012826	110186	2/3/2026	2,078.48
		2000-54-54M41-513030-PT503050-	279324	NAPA TRX DATE 012826	110186	2/3/2026	458.92
		2000-54-54M41-513030-PT503050-	279324	NAPA TRX DATE 012826	110186	2/3/2026	487.30
		2000-54-54M41-513030-PT503050-	279324	NAPA TRX DATE 012826	110186	2/3/2026	46.71
		2000-54-54M41-513030-PT503050-	279324	NAPA TRX DATE 012826	110186	2/3/2026	45.84
		2000-54-54M41-513030-PT503050-	279387	NAPA TRX DATE 012926	110186	2/3/2026	13.85
		2000-54-54M41-513030-PT503050-	279387	NAPA TRX DATE 012926	110186	2/3/2026	103.78
		2000-54-54M41-513030-PT503050-	279387	NAPA TRX DATE 012926	110186	2/3/2026	49.10
		2000-54-54M41-513030-PT503050-	279387	NAPA TRX DATE 012926	110186	2/3/2026	47.86
		2000-54-54M41-513030-PT503050-	279387	NAPA TRX DATE 012926	110186	2/3/2026	42.39
		2000-54-54M41-513030-PT503050-	279387	NAPA TRX DATE 012926	110186	2/3/2026	396.35
		2000-54-54M41-513030-PT503050-	279387	NAPA TRX DATE 012926	110186	2/3/2026	268.97
		2000-54-54M41-513030-PT503050-	279387	NAPA TRX DATE 012926	110186	2/3/2026	1,284.15
		2000-54-54M41-513030-PT503050-	279387	NAPA TRX DATE 012926	110186	2/3/2026	196.19
		2000-54-54M41-515340-PT504990-	279417	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET PO) Q2	110186	2/3/2026	181.80
		2000-54-54D41-513030-PT503050-	279430	NAPA TRX DATE 013026	110186	2/3/2026	7.05
		2000-54-54M41-513030-PT503050-	279430	NAPA TRX DATE 013026	110186	2/3/2026	123.85
		2000-54-54M41-513030-PT503050-	279430	NAPA TRX DATE 013026	110186	2/3/2026	63.52
		2000-54-54M41-513030-PT503050-	279430	NAPA TRX DATE 013026	110186	2/3/2026	93.76
		2000-54-54M41-513030-PT503050-	279430	NAPA TRX DATE 013026	110186	2/3/2026	43.06
		2000-54-54M41-513030-PT503050-	279430	NAPA TRX DATE 013026	110186	2/3/2026	60.60
		2000-54-54M41-513030-PT503050-	279430	NAPA TRX DATE 013026	110186	2/3/2026	74.59
		2000-54-54999-513030-PT503050-	279430	NAPA TRX DATE 013026	110186	2/3/2026	7.05
		2000-54-54D41-513030-PT503050-	279453	NAPA TRX DATE 020226	110186	2/3/2026	7.05
		2000-54-54M41-513030-PT503050-	279453	NAPA TRX DATE 020226	110186	2/3/2026	73.84
		2000-54-54D41-513030-PT503050-	279453	NAPA TRX DATE 020226	110186	2/3/2026	7.05
		Total Paid by Vendor					**15,294.25**
	REGIONAL PLANNING COMMISSION OF GREATER BIRMINGHAM	2000-54-54160-515250-PT503990-	20104	POP 1/1/26-12/31/26 CITY OF HUNTSVILLE RIDESHARE	109942	1/20/2026	2,500.00
		Total Paid by Vendor					**2,500.00**
	S & S FIRESTONE INC	2000-54-54M10-515580-PT504020-	4230028089	COM TX 013026/4230028089	90009846	2/3/2026	638.33
		2000-54-54M10-515580-PT504020-	4230028089	COM TX 013026/4230028089	90009846	2/3/2026	95.00
		2000-54-54D10-515580-PT504020-	4230028089	COM TX 013026/4230028089	90009846	2/3/2026	25.00
		2000-54-54M10-515580-PT504020-	4230028089	COM TX 013026/4230028089	90009846	2/3/2026	8.00
		2000-54-54M10-515580-PT504020-	4230028090	COM TX 013026/4230028090	90009846	2/3/2026	1,718.64
		2000-54-54M10-515580-PT504020-	4230028090	COM TX 013026/4230028090	90009846	2/3/2026	50.00
		2000-54-54M10-515580-PT504020-	4230028090	COM TX 013026/4230028090	90009846	2/3/2026	16.00
		2000-54-54D10-515580-PT504020-	4230028091	COM TX 013026/4230028091	90009846	2/3/2026	176.80
		2000-54-54D10-515580-PT504020-	4230028091	COM TX 013026/4230028091	90009846	2/3/2026	25.00
		2000-54-54D10-515580-PT504020-	4230028091	COM TX 013026/4230028091	90009846	2/3/2026	3.00
		2000-54-54D10-515580-PT504020-	4230028092	COM TX 013026/4230028092	90009846	2/3/2026	70.00
		2000-54-54D10-515580-PT504020-	4230028092	COM TX 013026/4230028092	90009846	2/3/2026	176.80
		2000-54-54D10-515580-PT504020-	4230028092	COM TX 013026/4230028092	90009846	2/3/2026	25.00
		2000-54-54D10-515580-PT504020-	4230028092	COM TX 013026/4230028092	90009846	2/3/2026	3.00
		2000-54-54D10-515580-PT504020-	4230028093	COM TX 013026/4230028093	90009846	2/3/2026	530.40

		2000-54-54D10-515580-PT504020-	4230028093	COM TX 013026/4230028093	90009846	2/3/2026	75.00
		2000-54-54D10-515580-PT504020-	4230028093	COM TX 013026/4230028093	90009846	2/3/2026	9.00
		2000-54-54D10-515580-PT504020-	4230028094	COM TX 013026/4230028094	90009846	2/3/2026	176.80
		2000-54-54D10-515580-PT504020-	4230028094	COM TX 013026/4230028094	90009846	2/3/2026	95.00
		2000-54-54D10-515580-PT504020-	4230028094	COM TX 013026/4230028094	90009846	2/3/2026	25.00
		2000-54-54D10-515580-PT504020-	4230028094	COM TX 013026/4230028094	90009846	2/3/2026	3.00
		2000-54-54D10-515580-PT504020-	4230028095	COM TX 013026/4230028095	90009846	2/3/2026	3.00
		2000-54-54D10-515580-PT504020-	4230028095	COM TX 013026/4230028095	90009846	2/3/2026	176.80
		2000-54-54D10-515580-PT504020-	4230028095	COM TX 013026/4230028095	90009846	2/3/2026	25.00
		2000-54-54M10-515580-PT504020-	4230028096	COM TX 013026/4230028096	90009846	2/3/2026	70.00
		2000-54-54M10-515580-PT504020-	4230028096	COM TX 013026/4230028096	90009846	2/3/2026	100.00
		2000-54-54M10-515580-PT504020-	4230028096	COM TX 013026/4230028096	90009846	2/3/2026	32.00
		2000-54-54M10-515580-PT504020-	4230028096	COM TX 013026/4230028096	90009846	2/3/2026	3,437.28
		2000-54-54M10-515580-PT504020-	4230028097	COM TX 013026/4230028097	90009846	2/3/2026	1,276.66
		2000-54-54M10-515580-PT504020-	4230028097	COM TX 013026/4230028097	90009846	2/3/2026	70.00
		2000-54-54M10-515580-PT504020-	4230028097	COM TX 013026/4230028097	90009846	2/3/2026	50.00
		2000-54-54M10-515580-PT504020-	4230028097	COM TX 013026/4230028097	90009846	2/3/2026	16.00
		2000-54-54M10-515580-PT504020-	4230028136	COM TX 013026/4230028136	90009846	2/3/2026	25.00
		2000-54-54M10-515580-PT504020-	4230028136	COM TX 013026/4230028136	90009846	2/3/2026	859.32
		2000-54-54M10-515580-PT504020-	4230028136	COM TX 013026/4230028136	90009846	2/3/2026	8.00
		2000-54-54M10-515580-PT504020-	4230028136	COM TX 013026/4230028136	90009846	2/3/2026	6.00
		2000-54-54M10-515580-PT504020-	4230028136	COM TX 013026/4230028136	90009846	2/3/2026	95.00
		2000-54-54D10-514010-PT504010-	4230028439	COM TX 020226/4230028439	90009846	2/3/2026	25.00
		2000-54-54D10-514010-PT504010-	4230027698	COM TX 020226/4230027698	90009846	2/3/2026	70.00
		2000-54-54D10-514010-PT504010-	4230027698	COM TX 020226/4230027698	90009846	2/3/2026	25.00
		2000-54-54M10-515580-PT504020-	4230028098	COM TX 020226/4230028098	90009846	2/3/2026	95.00
		2000-54-54M10-515580-PT504020-	4230028098	COM TX 020226/4230028098	90009846	2/3/2026	50.00
		2000-54-54M10-515580-PT504020-	4230028098	COM TX 020226/4230028098	90009846	2/3/2026	1,718.64
		2000-54-54M10-515580-PT504020-	4230028098	COM TX 020226/4230028098	90009846	2/3/2026	16.00
		2000-54-54M10-515580-PT504020-	4230028099	COM TX 020226/4230028099	90009846	2/3/2026	638.33
		2000-54-54M10-515580-PT504020-	4230028099	COM TX 020226/4230028099	90009846	2/3/2026	25.00
		2000-54-54M10-515580-PT504020-	4230028099	COM TX 020226/4230028099	90009846	2/3/2026	8.00
		2000-54-54M10-515580-PT504020-	4230028434	COM TX 020226/4230028434	90009846	2/3/2026	1,276.66
		2000-54-54M10-515580-PT504020-	4230028434	COM TX 020226/4230028434	90009846	2/3/2026	70.00
		2000-54-54M10-515580-PT504020-	4230028434	COM TX 020226/4230028434	90009846	2/3/2026	50.00
		2000-54-54M10-515580-PT504020-	4230028434	COM TX 020226/4230028434	90009846	2/3/2026	16.00
		2000-54-54D10-515580-PT504020-	4230028435	COM TX 020226/4230028435	90009846	2/3/2026	353.60
		2000-54-54D10-515580-PT504020-	4230028435	COM TX 020226/4230028435	90009846	2/3/2026	95.00
		2000-54-54D10-515580-PT504020-	4230028435	COM TX 020226/4230028435	90009846	2/3/2026	25.00
		2000-54-54D10-515580-PT504020-	4230028435	COM TX 020226/4230028435	90009846	2/3/2026	6.00
		2000-54-54D10-515580-PT504020-	4230028436	COM TX 020226/4230028436	90009846	2/3/2026	353.60
		2000-54-54D10-515580-PT504020-	4230028436	COM TX 020226/4230028436	90009846	2/3/2026	50.00
		2000-54-54D10-515580-PT504020-	4230028436	COM TX 020226/4230028436	90009846	2/3/2026	6.00
		2000-54-54D10-515580-PT504020-	4230028437	COM TX 020226/4230028437	90009846	2/3/2026	530.40
		2000-54-54D10-515580-PT504020-	4230028437	COM TX 020226/4230028437	90009846	2/3/2026	75.00
		2000-54-54D10-515580-PT504020-	4230028437	COM TX 020226/4230028437	90009846	2/3/2026	9.00
		2000-54-54M10-515580-PT504020-	4230028438	COM TX 020226/4230028438	90009846	2/3/2026	2,553.32
		2000-54-54M10-515580-PT504020-	4230028438	COM TX 020226/4230028438	90009846	2/3/2026	70.00
		2000-54-54M10-515580-PT504020-	4230028438	COM TX 020226/4230028438	90009846	2/3/2026	100.00
		2000-54-54M10-515580-PT504020-	4230028438	COM TX 020226/4230028438	90009846	2/3/2026	32.00
		2000-54-54D10-515580-PT504020-	4230028440	COM TX 020226/4230028440	90009846	2/3/2026	353.60
		2000-54-54D10-515580-PT504020-	4230028440	COM TX 020226/4230028440	90009846	2/3/2026	50.00
		2000-54-54D10-515580-PT504020-	4230028440	COM TX 020226/4230028440	90009846	2/3/2026	6.00
		2000-54-54D10-514010-PT504010-	4230028440	COM TX 020226/4230028440	90009846	2/3/2026	99.95
		Total Paid by Vendor					**19,046.93**
	Total by Fund 2000						**345,199.94**
2100	AMAZON CAPITAL SERVICES INC	2100-70-70100-515340-PN200015-	1QVW-WQGX-96RJ	GENERAL OFFICE SUPPLIES STREET OUTREACH/CODE	90009699	1/20/2026	29.99
		Total Paid by Vendor					**29.99**
	CITY LUMBER COMPANY OF HUNTSVILLE, INC.	2100-70-70300-523000-00000000-00190	2289156	MATERIALS FOR DMP PROJ(REHAB @3815 LAKEWOOD DR)	90009781	1/27/2026	459.60
		Total Paid by Vendor					**459.60**
	COMMUNITY ACTION PARTNERSHIP	2100-70-70100-515340-PN200011-00188	REQ09HESG24	REIMBURSE EXPENSES REQ#9 HESG24	110149	2/3/2026	106.00

	HUNTSVILLE/MADISON	2100-70-70100-515520-PN200011-00188	REQ09HESG24	REIMBURSE EXPENSES REQ#9 HESG24	110149	2/3/2026	3,314.42
		Total Paid by Vendor					**3,420.42**
	CRISIS SERVICES OF NORTH ALABAMA	2100-70-70100-515340-PN200011-00188	REQ09HESG24	REIMBURSE EXPENSES REQ#9 HESG24	110154	2/3/2026	2,241.99
		Total Paid by Vendor					**2,241.99**
	FAMILY SERVICES CENTER INC	2100-70-70100-515370-PN200011-00188	REQ09HESG24	REIMBURSE EXP REQUEST#9 HESG24	90009862	2/3/2026	4,456.00
		2100-70-70100-515340-PN200011-00188	REQ09HESG24	REIMBURSE EXP REQUEST#9 HESG24	90009862	2/3/2026	2,159.16
		Total Paid by Vendor					**6,615.16**
	MEADOW HILLS INITIATIVE INC	2100-70-70100-515520-PN200010-00007	REQ11UDAG25	POP 11/16/25-12/22/25 REIM UTIL-NEIGHBRHOOD CENTER	90009807	1/27/2026	476.52
		Total Paid by Vendor					**476.52**
	MOSAIC COMMUNITY PLANNING LLC	2100-70-70100-515370-00000000-00177	HUNTSVILLE-02	CPD 2025-2029 CONSOLIDATED PLAN	90009809	1/27/2026	58,619.00
		Total Paid by Vendor					**58,619.00**
	REPUBLIC SERVICES INC	2100-70-70100-515520-PN200015-	0979-001202983	HOMELESS CAMP DUMP(POP 1/1-1/31/26)	110211	2/3/2026	539.00
		Total Paid by Vendor					**539.00**
	SERVICEWEAR APPAREL	2100-70-70300-515670-00000000-00190	0058964306	UNIFORMS - COMM. DEV (ANNUAL BLANKET PO)	90009819	1/27/2026	130.87
		2100-70-70300-515670-00000000-00190	0058964307	UNIFORMS - COMM. DEV (ANNUAL BLANKET PO)	90009819	1/27/2026	40.64
		2100-70-70300-515670-00000000-00190	0058973025	UNIFORMS - COMM. DEV (ANNUAL BLANKET PO)	90009897	2/3/2026	162.61
		Total Paid by Vendor					**334.12**
	STAPLES INC	2100-70-70100-515340-PN200015-	6053341174	OFFICE SUPPLIES-CD	90009822	1/27/2026	7.87
		2100-70-70100-515340-PN200015-	6053796092	OFFICE SUPPLIES-PROGRAM PROJECTS MANAGER	90009822	1/27/2026	127.34
		2100-70-70100-515340-PN200015-	6053796091	OFFICE SUPPLIES-SECRETARY	90009899	2/3/2026	51.89
		Total Paid by Vendor					**187.10**
	THE B.A.D. LLC	2100-70-70100-515520-PN200015-	HSVI-36932	POP 1/22/26 NO TRESPASSING CORO SIGNS	110219	2/3/2026	990.00
		Total Paid by Vendor					**990.00**
	TRI COUNTY SHOES INCORPORATED	2100-70-70300-515670-00000000-00190	758ST1-2503188	SAFETY BOOTS- COMM.DEV (Q1 BLANKET PO)	90009891	2/3/2026	244.00
		Total Paid by Vendor					**244.00**
	Total by Fund 2100						**74,156.90**
2200	COH COMMUNITY DEVELOPMENT	2200-70-00000-515520-C0000001-	HOMEAD1/2026	POP 12/22/25-1/16/26 HOME ADMIN PAYROLL	110151	2/3/2026	21,066.20
		Total Paid by Vendor					**21,066.20**
	Total by Fund 2200						**21,066.20**
2201	COH COMMUNITY DEVELOPMENT	2201-70-00000-501010-00000000-	HOME ARP ADMIN1/2026	POP 12/22/25-1/16/26 HOME ARP ADMIN PAYROLL	110150	2/3/2026	8,885.79
		Total Paid by Vendor					**8,885.79**
	Total by Fund 2201						**8,885.79**
2500	AMAZON CAPITAL SERVICES INC	2500-30-30100-515340-00000000-00167	17MX-HY9P-TGT9	MENTOR ATTIRE FOR SEASONAL ACTIVITIES	90009840	2/3/2026	703.78
		Total Paid by Vendor					**703.78**
	Total by Fund 2500						**703.78**
3000	REGIONS BANK	3000-00-00000-633950-TO000000-	DEBT 1/17/26 PBA	DEBT SERVICE PAYMENT DUE 1/17/26 - 2021/22/25PBA	109865	1/20/2026	3,298,171.97
		3000-00-00000-602000-DE2014AX-	DEBT 2/1/26	DEBT SERVICE PAYMENT DUE 2/1/25 - 14A/25A/25B	110120	1/30/2026	135,600.00
		3000-00-00000-602000-DE2025BX-	DEBT 2/1/26	DEBT SERVICE PAYMENT DUE 2/1/25 - 14A/25A/25B	110120	1/30/2026	412,019.99
		3000-00-00000-601000-DE2025BX-	DEBT 2/1/26	DEBT SERVICE PAYMENT DUE 2/1/25 - 14A/25A/25B	110120	1/30/2026	1,300,293.50
		3000-00-00000-140200-00000000-	DEBT 2/1/26	DEBT SERVICE PAYMENT DUE 2/1/25 - 14A/25A/25B	110120	1/30/2026	-18,131.92
		3000-00-00000-460100-00000000-	DEBT 2/1/26	DEBT SERVICE PAYMENT DUE 2/1/25 - 14A/25A/25B	110120	1/30/2026	-525.50
		Total Paid by Vendor					**5,127,428.04**
	Total by Fund 3000						**5,127,428.04**
3020	A B WILDLIFE REMOVAL LLC	3020-55-00000-516010-00000000-	1212251	POP: 12/01/25 -12/09/25-FY26-Q1-WILDLIFE REMOVAL	109866	1/20/2026	600.00
		Total Paid by Vendor					**600.00**
	ALABAMA CONCRETE INC	3020-55-00000-516010-00000000-	173050	FY26-Q2-PWS CONCRETE PICKUP(MAINT)-BLANKET	90009698	1/20/2026	143.00
		3020-55-00000-516010-00000000-	173051	FY26-Q2-PWS CONCRETE PICKUP(MAINT)-BLANKET	90009698	1/20/2026	584.00
		3020-55-00000-516010-00000000-	173049	FY26-Q2-PWS CONCRETE PICKUP(MAINT)-BLANKET	90009698	1/20/2026	276.00
		3020-55-00000-516010-00000000-	173111	FY26-Q2-PWS CONCRETE PICKUP(MAINT)-BLANKET	90009698	1/20/2026	511.00
		3020-55-00000-516010-00000000-	173113	FY26-Q2-PWS CONCRETE PICKUP(MAINT)-BLANKET	90009698	1/20/2026	292.00
		3020-55-00000-516010-00000000-	173112	FY26-Q2-PWS CONCRETE PICKUP(MAINT)-BLANKET	90009698	1/20/2026	276.00
		3020-55-00000-516010-00000000-	173229	FY26-Q2-PWS CONCRETE PICKUP(MAINT)-BLANKET	90009767	1/27/2026	365.00
		3020-55-00000-516010-00000000-	173232	FY26-Q2-PWS CONCRETE PICKUP(MAINT)-BLANKET	90009767	1/27/2026	511.00
		3020-55-00000-516010-00000000-	173235	FY26-Q2-PWS CONCRETE PICKUP(MAINT)-BLANKET	90009767	1/27/2026	572.00
		3020-55-00000-516010-00000000-	173233	FY26-Q2-PWS CONCRETE PICKUP(MAINT)-BLANKET	90009767	1/27/2026	146.00
		3020-55-00000-516010-00000000-	173305	FY26-Q2-PWS CONCRETE PICKUP(MAINT)-BLANKET	90009767	1/27/2026	146.00
		3020-55-00000-516010-00000000-	173333	FY26-Q2-PWS CONCRETE PICKUP(MAINT)-BLANKET	90009767	1/27/2026	292.00
		3020-55-00000-516040-00000000-	172989	FY 26 Q2 CONST CONCRETE PICKUP BLANKET	90009837	2/3/2026	912.00
		3020-55-00000-516040-00000000-	173115	FY 26 Q2 CONST CONCRETE PICKUP BLANKET	90009837	2/3/2026	219.00
		3020-55-00000-516010-00000000-	173523	FY26-Q2-PWS CONCRETE PICKUP(MAINT)-BLANKET	90009837	2/3/2026	1,168.00
		3020-55-00000-516010-00000000-	173566	FY26-Q2-PWS CONCRETE PICKUP(MAINT)-BLANKET	90009837	2/3/2026	518.00

	Total Paid by Vendor					**6,931.00**
ALLIANCE SAND INCORPORATED - HUNTSVILLE PORT	3020-55-00000-516010-00000000-	33769	SAND FOR WEATHER PWS	110000	1/27/2026	9,000.00
	Total Paid by Vendor					**9,000.00**
ANDERS POOL CO INC	3020-14-00000-523000-PR8405XX-	83821	2026 Q1 BLANKET - POOL CHEMICALS/MISC	90009700	1/20/2026	736.98
	3020-14-00000-523000-PR8405XX-	83839	2026 Q1 BLANKET - POOL CHEMICALS/MISC	90009700	1/20/2026	119.99
	3020-14-00000-523000-PR8405XX-	84169	2026 Q2 BLANKET - POOL CHEMICALS/MISC	90009841	2/3/2026	61.99
	Total Paid by Vendor					**918.96**
BENCHMARK COMPANIES LLC	3020-52-00000-513010-PR8431XX-	26937	MULCH FOR HAYS NATURE PRESERVE	90009776	1/27/2026	3,100.00
	Total Paid by Vendor					**3,100.00**
CITY LUMBER COMPANY OF HUNTSVILLE, INC.	3020-55-00000-516010-00000000-	2278100	FY26 Q2-LUMBER BLANKET FOR PWS	90009708	1/20/2026	258.36
	3020-52-00000-513010-PR8431XX-	2277294	LUMBER FOR NON-BID ITEMS - HAYS (BLANKET Q2)	90009781	1/27/2026	116.88
	3020-52-00000-513010-PR8431XX-	2288410	LUMBER FOR NON-BID ITEMS - HAYS (BLANKET Q2)	90009781	1/27/2026	393.36
	3020-55-00000-516010-00000000-	2284196	FY26 Q2-LUMBER BLANKET FOR PWS	90009781	1/27/2026	121.44
	3020-55-00000-516010-00000000-	2295158	FY26 Q2-LUMBER BLANKET FOR PWS	90009853	2/3/2026	171.56
	Total Paid by Vendor					**1,061.60**
ECHOLS LINDSEY & MOORE STRUCTURAL ENGINEERS INC	3020-14-00000-520010-00000000-	5260	POP:12/01/25-12/31/25-STRUCT DESIGN-HPD STAC NADTF	110158	2/3/2026	1,000.00
	3020-14-00000-520010-00000000-	5237	POP:11/01/25-11/30/25-STRUCT DESIGN-HPD STAC NADTF	110158	2/3/2026	1,000.00
	Total Paid by Vendor					**2,000.00**
EWING IRRIGATION PRODUCTS INC	3020-55-00000-516010-00000000-	28799289	WHEAT STRAW FOR SOUT MAINTENANCE	109901	1/20/2026	594.00
	Total Paid by Vendor					**594.00**
FORESITE GROUP LLC	3020-14-00000-520010-00000000-	113945	POP:01/01/26-01/31/26 ENGINEER SVCS- GOLD/SCHIFF	90009789	1/27/2026	1,755.00
	Total Paid by Vendor					**1,755.00**
GREENRISE TECHNOLGIES LLC	3020-52-00000-513010-PR8431XX-	INV-GRT81007	POP: 11/01/25-11/30/25-GREEN ROOF MAINTENANCE	109905	1/20/2026	1,160.00
	Total Paid by Vendor					**1,160.00**
INGRAM EQUIPMENT CO LLC	3020-15-00000-520100-00000000-	E00862	KNUCKLEBOOMS FOR SANITATION	90009732	1/20/2026	263,525.83
	Total Paid by Vendor					**263,525.83**
JAMES R HALL	3020-55-00000-516020-00000000-	80144	POP 12/31/25 FOR TOWING (RESURFACING)	90009895	2/3/2026	65.00
	3020-55-00000-516020-00000000-	80145	POP 12/31/25 FOR TOWING (RESURFACING)	90009895	2/3/2026	65.00
	3020-55-00000-516020-00000000-	80146	POP 12/31/25 FOR TOWING (RESURFACING)	90009895	2/3/2026	65.00
	3020-55-00000-516020-00000000-	80147	POP 12/31/25 FOR TOWING (RESURFACING)	90009895	2/3/2026	65.00
	3020-55-00000-516020-00000000-	80148	POP 12/31/25 FOR TOWING (RESURFACING)	90009895	2/3/2026	65.00
	3020-55-00000-516020-00000000-	80149	POP 12/31/25 FOR TOWING (RESURFACING)	90009895	2/3/2026	65.00
	3020-55-00000-516020-00000000-	80150	POP 12/31/25 FOR TOWING (RESURFACING)	90009895	2/3/2026	65.00
	3020-55-00000-516020-00000000-	80177	POP 1/7/26 FOR TOWING (RESURFACING)	90009895	2/3/2026	65.00
	3020-55-00000-516020-00000000-	80217	POP 1/7/26 FOR TOWING (RESURFACING)	90009895	2/3/2026	65.00
	Total Paid by Vendor					**585.00**
LAMBERT CONTRACTING LLC	3020-55-00000-528003-00000000-	APPL#6 ST ADA UPGR	#6,POP 12/04/25-01/06/26 STREETS CONCRETE-ADA UPGR	110046	1/27/2026	379,630.00
	3020-55-00000-528003-00000000-	APPL#7 ST ADA UPGR	#7,POP 01/06/26-01/20/26 STREETS CONCRETE-ADA UPGR	110046	1/27/2026	11,664.00
	Total Paid by Vendor					**391,294.00**
LEE COMPANY	3020-14-00000-521031-00000000-	LEE-001600926	POP:12/12/25-12/26/25-INSTALL, MCGUCKEN PARK RENO	109917	1/20/2026	17,308.77
	Total Paid by Vendor					**17,308.77**
LUMOS HOLDINGS US ACQUISITION CO	3020-30-00000-513010-00000000-	80125326	POP: 01/01/26-12/31/27-FITNESS EQUIP WARRANTY	110183	2/3/2026	4,947.00
	Total Paid by Vendor					**4,947.00**
MOBILE COMMUNICATIONS AMERICA INC	3020-15-00000-520100-00000000-	762007448-1	EQUIPMENT FOR F550 FOR FLEET	90009882	2/3/2026	6,547.00
	3020-15-00000-520100-00000000-	762007599-1	EQUIPMENT INSTALL FOR #022829 2026 FORD F350	90009882	2/3/2026	10,639.00
	3020-15-00000-520100-00000000-	762007603-1	EQUIPMENT FOR F550 FOR FLEET	90009882	2/3/2026	1,835.00
	3020-15-00000-520100-00000000-	762007606-1	EQUIPMENT INSTALL FOR #022829 2026 FORD F350	90009882	2/3/2026	450.00
	3020-15-00000-520100-00000000-	762007607-1	POP 1/29/26 EQUIPMENT INSTALL FOR #022829	90009882	2/3/2026	1,840.00
	Total Paid by Vendor					**21,311.00**
NOLA VAN PEURSEM ARCHITECTS PC	3020-14-00000-521030-00000000-	23381.05	POP:10/01/25-10/31/25 - ARCHITECT SVCS- SKATIN	109925	1/20/2026	17,388.00
	3020-14-00000-520010-00000000-	24489.02	POP 10/1/25-10/31/25 ARCHITECTURAL SUPPORT	110059	1/27/2026	20,385.00
	Total Paid by Vendor					**37,773.00**
OUTDOORLINK INC	3020-30-00000-513010-00000000-	62038	POP 1/1/26-12/31/26 OUTDOOR LINK CONTROLS	109928	1/20/2026	9,174.24
	Total Paid by Vendor					**9,174.24**
PRO-AIR SERVICES INC	3020-14-00000-513010-PR8610XX-	103235	POP 10/27/25-12/12/25 REPLACE RTU - FIRESTATION 10	90009746	1/20/2026	10,553.62
	Total Paid by Vendor					**10,553.62**
REYNOLDS WARREN EQUIPMENT CO., INC.	3020-15-00000-520100-00000000-	1507A	MELTER MACHINE CRACK SEALER TRAILER	90009815	1/27/2026	102,046.05
	Total Paid by Vendor					**102,046.05**
RIVER VALLEY CONCRETE PUMPING LLC	3020-55-00000-516040-00000000-	11024	POP 1/6/26 PWS CONCRETE LINE PUMPING	110213	2/3/2026	602.40
	Total Paid by Vendor					**602.40**
ROCKET MEP LLC	3020-14-00000-523038-00000000-	COH-001-04	POP 12/24/25-1/24/26 STATION #7 GENERATOR	90009817	1/27/2026	945.00

	Total Paid by Vendor					**945.00**
ROGERS GROUP INC	3020-55-00000-516010-00000000-	0209001919	POP:01/06/26 ASPHALT-BLANKET	109947	1/20/2026	45.88
	3020-55-00000-516010-00000000-	0203004230	POP: 01/07/26 ASPHALT-BLANKET	109947	1/20/2026	38.44
	3020-55-00000-516010-00000000-	0203004229	POP: 01/07/26 ASPHALT-BLANKET	109947	1/20/2026	372.62
	3020-00-00000-220400-00000000-	406824-25-3RET	24587 - STONER PARK PAVING FINAL RETAINAGE	109947	1/20/2026	5,665.48
	3020-00-00000-220400-00000000-	406824-25-3RET	24587 - STONER PARK PAVING FINAL RETAINAGE	109947	1/20/2026	297.41
	3020-55-00000-516020-00000000-	APPL#4 - ST RES 25P2	#4, POP:12/01/25-12/31/25 STRT RESURFACING FY25,PH	110089	1/27/2026	114,222.65
	3020-55-00000-516020-00000000-	APPL# 2 PH3 ST RESRF	#2, POP: 11/01/25-12/31/25 - FY 25, PH 3 ST RESURF	110089	1/27/2026	80,061.32
	3020-55-00000-516010-00000000-	0209001934	FY26 Q2 ASPHALT-BLANKET	110089	1/27/2026	1,348.50
	3020-55-00000-516020-00000000-	0209001900	FY26 Q1 ASPHALT-BLANKET	110089	1/27/2026	1,324.58
	Total Paid by Vendor					**203,376.88**
SCHOEL ENGINEERING COMPANY INC	3020-14-00000-523038-00000000-	537216	POP 11/1/25-11/30/25 CIVIL DESIGN SRVS	109950	1/20/2026	1,730.00
	Total Paid by Vendor					**1,730.00**
SITEONE LANDSCAPE SUPPLY HOLDING LLC	3020-14-00000-521003-00000000-	157959033-001	SEEDING FESTIVAL GROUNDS JHP	109953	1/20/2026	17,200.00
	3020-14-00000-521031-00000000-	161765588-001	EROSION CONTROL -MCGUCKEN PARK	109953	1/20/2026	429.44
	Total Paid by Vendor					**17,629.44**
SPECTRUM SOLUTIONS INC	3020-17-00000-520500-PR8629XX-	10284	POP 1/21/26 FIBER WORK FOR COH	110095	1/27/2026	692.98
	3020-17-00000-520500-PR8629XX-	10285	POP 1/7/26 FIBER WORK FOR COH	110095	1/27/2026	535.00
	Total Paid by Vendor					**1,227.98**
STEWART CONTRACTING LLC	3020-55-00000-516040-00000000-	1244	TOPSOIL FOR MAINT STOCK	90009755	1/20/2026	1,300.00
	Total Paid by Vendor					**1,300.00**
TEMPLE INC	3020-75-00000-529000-00000000-	INV0275403	AUDIBLE PEDS-GOVERNORS/GALLATIN ***SOLE SOURCE***	109958	1/20/2026	6,320.00
	3020-75-00000-529001-00000000-	INV0275630	TEMPLE AI SCHOOL FLASHER *SOLE SOURCE*	110226	2/3/2026	5,988.00
	Total Paid by Vendor					**12,308.00**
TENNESSEE FARMERS COOPERATIVE	3020-55-00000-516010-00000000-	H44091	ROCK SALT FOR PWS	110227	2/3/2026	6,482.70
	3020-55-00000-516010-00000000-	H44083	ROCK SALT FOR PWS	110227	2/3/2026	6,482.70
	3020-55-00000-516010-00000000-	H44092	ROCK SALT FOR PWS	110227	2/3/2026	6,482.70
	Total Paid by Vendor					**19,448.10**
TOP SURFACE LLC	3020-14-00000-523000-PR8405XX-	1142	POP 12/1/25-1/8/26 FALLEN OFFICERS MEMORIAL	90009825	1/27/2026	600.00
	Total Paid by Vendor					**600.00**
TRAFFIC SIGNAL LLC	3020-75-00000-529000-00000000-	INV15678	WIRE FOR LIGHTING-TIM RILEY	90009906	2/3/2026	3,120.00
	Total Paid by Vendor					**3,120.00**
TRP CONSTRUCTION GROUP, LLC	3020-55-00000-516020-00000000-	2025-106B-2	STRIPING FOR BOYS & GIRLS CLUB	110235	2/3/2026	10,921.20
	Total Paid by Vendor					**10,921.20**
TURFGRASS OF TENNESSEE LLC	3020-14-00000-521003-00000000-	44045	JAYCEEE DRAINAGE SOD	109961	1/20/2026	23,328.00
	Total Paid by Vendor					**23,328.00**
UTILICOM SUPPLY ASSOCIATES LLC	3020-75-00000-529000-00000000-	325645	SIGNAL HARDWARE - 4 MILE POST/WHITESBURG	90009908	2/3/2026	220.00
	3020-75-00000-529000-00000000-	324682	SIGNAL HARDWARE - 4 MILE POST/WHITESBURG	90009908	2/3/2026	2,748.00
	3020-75-00000-529000-00000000-	325798	SIGNAL HARDWARE - 4 MILE POST/WHITESBURG	90009908	2/3/2026	2,387.00
	Total Paid by Vendor					**5,355.00**
VELVET PINES DEVELOPERS LLC	3020-14-00000-523051-00000000-	APPL#5 HPD SOD RENO	#5, POP:12/01/25-12/31/25 HPD LOWE MILL SOD RENO	90009759	1/20/2026	252,032.58
	Total Paid by Vendor					**252,032.58**
VULCAN INC	3020-75-00000-529000-00000000-	R67390	METAL SIGNS	110241	2/3/2026	5,765.00
	Total Paid by Vendor					**5,765.00**
VULCAN MATERIALS CO	3020-55-00000-516010-00000000-	5197695	FY26 Q1 MAINT ROCK BLANKET	90009761	1/20/2026	216.92
	3020-55-00000-516010-00000000-	5424902	FY26 Q2 MAINT ROCK BLANKET	90009829	1/27/2026	1,526.11
	3020-55-00000-516010-00000000-	5424987	FY26 Q2 MAINT ROCK BLANKET	90009829	1/27/2026	214.01
	3020-55-00000-516010-00000000-	5425368	FY26 Q2 MAINT ROCK BLANKET	90009829	1/27/2026	375.55
	3020-55-00000-516010-00000000-	5425703	FY26 Q2 MAINT ROCK BLANKET	90009829	1/27/2026	967.76
	3020-55-00000-516010-00000000-	5471008	FY26 Q2 MAINT ROCK BLANKET	90009829	1/27/2026	183.15
	3020-55-00000-516010-00000000-	5471355	FY26 Q2 MAINT ROCK BLANKET	90009829	1/27/2026	190.58
	3020-55-00000-516040-00000000-	5424306	FY 26 Q2 CONST ROCK BLANKET	90009911	2/3/2026	4,097.15
	3020-55-00000-516040-00000000-	5389403	FY 26 Q2 CONST ROCK BLANKET	90009911	2/3/2026	671.32
	3020-55-00000-516040-00000000-	5463177	FY 26 Q2 CONST ROCK BLANKET	90009911	2/3/2026	1,819.62
	3020-55-00000-516040-00000000-	5463348	FY 26 Q2 CONST ROCK BLANKET	90009911	2/3/2026	2,419.63
	3020-55-00000-516040-00000000-	5463697	FY 26 Q2 CONST ROCK BLANKET	90009911	2/3/2026	3,020.12
	3020-55-00000-516040-00000000-	5463133	FY 26 Q2 CONST ROCK BLANKET	90009911	2/3/2026	3,481.25
	3020-55-00000-516040-00000000-	5424532	FY 26 Q2 CONST ROCK BLANKET	90009911	2/3/2026	2,441.67
	3020-55-00000-516040-00000000-	5463791	FY 26 Q2 CONST ROCK BLANKET	90009911	2/3/2026	18,155.50
	3020-55-00000-516010-00000000-	5505438	FY26 Q2 MAINT ROCK BLANKET	90009911	2/3/2026	551.43
	Total Paid by Vendor					**40,331.77**

	WIREGRASS CONSTRUCTION COMPANY INC	3020-55-00000-516010-00000000-	265899	FY26 Q2 PWS ASPHALT-BLANKET	90009763	1/20/2026	728.84
		3020-55-00000-516010-00000000-	265775	FY26 Q2 PWS ASPHALT-BLANKET	90009763	1/20/2026	253.84
		3020-55-00000-516010-00000000-	265768	FY26 Q2 PWS ASPHALT-BLANKET	90009763	1/20/2026	465.88
		3020-55-00000-516010-00000000-	265760	FY26 Q2 PWS ASPHALT-BLANKET	90009763	1/20/2026	273.60
		3020-00-00000-220400-00000000-	APPL #14 FINAL RET	23970 - RESURF RESIDENTIAL STRTS FY24 PH 1 FIN RET	90009833	1/27/2026	161,495.55
		3020-55-00000-516010-00000000-	266465	FY26 Q2 PWS ASPHALT-BLANKET	90009833	1/27/2026	361.00
		3020-55-00000-516020-00000000-	266465	FY26 Q2 PWS ASPHALT-BLANKET	90009833	1/27/2026	7,893.36
		3020-55-00000-516010-00000000-	266608	FY26 Q2 PWS ASPHALT-BLANKET	90009833	1/27/2026	117.80
		3020-55-00000-516010-00000000-	263700	FY26 Q1 PWS ASPHALT-BLANKET	90009914	2/3/2026	115.52
		3020-55-00000-516020-00000000-	263700	FY26 Q1 PWS ASPHALT-BLANKET	90009914	2/3/2026	3,177.68
		3020-55-00000-516010-00000000-	267085	FY26 Q2 PWS ASPHALT-BLANKET	90009914	2/3/2026	168.72
		3020-55-00000-516010-00000000-	267182	FY26 Q2 PWS ASPHALT-BLANKET	90009914	2/3/2026	203.68
		Total Paid by Vendor					**175,255.47**
	Total by Fund 3020						**1,660,915.89**
3030	HUNTSVILLE CITY SCHOOLS	3030-00-00000-610123-00000000-	JAN APP FY26	JAN APPROP, LESS HPD COST, LESS 2800 POPLAR	90009729	1/20/2026	3,039,166.67
		3030-00-00000-610123-00000000-	FY25 Tax True Up	Limestone Co Tax Collection Due HCS- FY25 True Up	90009797	1/27/2026	203,415.24
		Total Paid by Vendor					**3,242,581.91**
	Total by Fund 3030						**3,242,581.91**
3040	PNC BANK NATIONAL ASSOCIATION	3040-00-00000-601000-DE2021VB-	DEBT 1/1/26 2021VBC	DEBT SERVICE PAYMENT DUE 1/1/26 - 2021VBC	110117	1/30/2026	36,793.77
		3040-00-00000-602000-DE2021VB-	DEBT 1/1/26 2021VBC	DEBT SERVICE PAYMENT DUE 1/1/26 - 2021VBC	110117	1/30/2026	7,462.60
		Total Paid by Vendor					**44,256.37**
	REGIONS BANK	3040-00-00000-601000-DE2023EX-	DEBT 1/1/26 2023E	DEBT SERVICE PAYMENT DUE 1/1/26 - 2023E	110118	1/30/2026	49,000.00
		3040-00-00000-602000-DE2023EX-	DEBT 1/1/26 2023E	DEBT SERVICE PAYMENT DUE 1/1/26 - 2023E	110118	1/30/2026	33,180.60
		Total Paid by Vendor					**82,180.60**
	REGIONS BANK	3040-00-00000-602000-DE2014AX-	DEBT 2/1/26	DEBT SERVICE PAYMENT DUE 2/1/25 - 14A/25A/25B	110120	1/30/2026	8,500.00
		3040-00-00000-602000-DE2025AX-	DEBT 2/1/26	DEBT SERVICE PAYMENT DUE 2/1/25 - 14A/25A/25B	110120	1/30/2026	679,375.00
		3040-00-00000-601000-DE2025AX-	DEBT 2/1/26	DEBT SERVICE PAYMENT DUE 2/1/25 - 14A/25A/25B	110120	1/30/2026	810,000.00
		3040-00-00000-460100-00000000-	DEBT 2/1/26	DEBT SERVICE PAYMENT DUE 2/1/25 - 14A/25A/25B	110120	1/30/2026	-150.39
		Total Paid by Vendor					**1,497,724.61**
	Total by Fund 3040						**1,624,161.58**
3050	BAMAVIEW LLC	3050-14-00000-521027-00000000-	5672	POP 1/1/26-1/31/26 PHOTOGRAPHIC DOC	90009886	2/3/2026	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-011626	ROCKET CITY CLASSIC BASKETBALL	90009726	1/20/2026	30,000.00
		3060-00-00000-610022-00000000-	LRAC-012626	EXPOSURE YOUTH CAMP	90009869	2/3/2026	45,000.00
		3060-00-00000-610022-00000000-	LRAC-012626	TIGER ROCK MARTIAL ARTS (VBC INVOICE)	90009869	2/3/2026	10,000.00
		3060-00-00000-610022-00000000-	LRAC-020226	ALPHA PHI ALPHA CONVENTION	90009869	2/3/2026	12,000.00
		3060-00-00000-610022-00000000-	LRAC-020226	LIPSCOMB UNIVERSITY - WOMEN'S GOLF	90009869	2/3/2026	10,000.00
		Total Paid by Vendor					**107,000.00**
	Total by Fund 3060						**107,000.00**
3080	ALABAMA DEPARTMENT OF TRANSPORTATION	3080-71-00000-524000-ALDOT008-	CRPHV-MR26	ALDOT PE - 100080848	109870	1/20/2026	100,000.00
		Total Paid by Vendor					**100,000.00**
	BARGE DESIGN SOLUTIONS INC	3080-71-00000-524042-CONSTRUC-00172	0000239886	POP:04/26/25-12/26/25-HSV NORTHEN BYPASS SUPPORT	110137	2/3/2026	2,485.53
		Total Paid by Vendor					**2,485.53**
	BIG SIGN LLC	3080-71-00000-524022-00000000-	20591	POP 12/3/25 - MOVED TWIN POLE TEXACO SIGN OFF ROW	110006	1/27/2026	15,400.00
		3080-71-00000-524022-00000000-	20574	POP:12/3/25 MOVED BUSINESS CTR SIGN	110006	1/27/2026	18,985.00
		Total Paid by Vendor					**34,385.00**
	CHAPMAN SISSON ARCHITECTS INC	3080-14-00000-522007-GARORION-	24049-006	POP:11/15/25-01/15/26 ARCHITECTURAL SVCS- ORION	110143	2/3/2026	61,022.05
		Total Paid by Vendor					**61,022.05**
	GARVER LLC	3080-71-00000-530009-00000000-	2501354-1	POP: 09/01/25-10/10/25-DITTO LANDING ENTRANCE DESI	90009723	1/20/2026	23,332.40
		3080-71-00000-530000-BUDGET01-	2502583-1	POP:10/01/25-11/14/25ON CALL ECONOMIC & ENG PROFES	90009723	1/20/2026	36,199.82
		3080-71-00000-524027-00000000-	21S02490-22	POP: 12/13/25 - 01/09/26 - OLD MONROVIA	90009792	1/27/2026	5,682.54
		3080-71-00000-528006-00000000-	23S02020-16	POP: 12/13/25 - 01/09/26 - PARC CORRIDOR	90009792	1/27/2026	18,552.03
		3080-71-00000-528006-00000000-	23S02000-8	POP:12/13/25-01/09/26-HYDROLOGIC/HYDRAULIC M.CREEK	90009792	1/27/2026	4,117.75
		3080-71-00000-528006-00000000-	2500218-5	POP:10/11/25-01/09/26MILL CRK CNI-INFRASTRUC PH 1	90009792	1/27/2026	1,811.04
		3080-71-00000-521000-BUDGET01-	2400710-8	POP:11/15/25-12/12/25-PUMP STATION & GRAVITY SEWER	90009792	1/27/2026	42,635.00
		Total Paid by Vendor					**132,330.58**
	GOODWYN MILL CAWOOD LLC	3080-71-00000-524008-00000000-	2508813	POP:11/22/25-12/20/25 - HILLCREST ROAD CONNECTOR	90009793	1/27/2026	1,000.00
		Total Paid by Vendor					**1,000.00**
	GRAYBAR ELECTRIC COMPANY	3080-71-00000-524009-00000000-	9351376055	MONROE STREET LIGHTING QUOTE 0248155806	109904	1/20/2026	37,038.05
		Total Paid by Vendor					**37,038.05**

GRAYSON CARTER & SON CONTRACTING INC	3080-71-00000-520900-00000000-	APPL# 2 TN RVR GRWY	#2 POP: 12/01/25-01/18/26 TN RIVER GREENWAY PH 3	90009794	1/27/2026	191,875.77
	3080-71-00000-610081-00000000-	APPL# 2 TOLL GTE TRL	#2, POP:11/26/25-01/25/26 TOLL GATE TRAIL IMPROVE	90009867	2/3/2026	179,670.00
	Total Paid by Vendor					**371,545.77**
JOHNSON & ASSOCIATES CONSULTING ENGINEERS LLC	3080-71-00000-527000-00000000-	02063-EN-1(E)	POP:11/17/25-12/14/25-FAGAN CREEK H&H MODELING SVC	110039	1/27/2026	2,325.00
	Total Paid by Vendor					**2,325.00**
LANIER FORD SHAVER & PAYNE PC	3080-71-00000-524022-00000000-	272724	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	82.50
	3080-71-00000-524022-00000000-	272731	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	25.00
	3080-71-00000-524022-00000000-	272762	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	37.50
	3080-71-00000-524022-00000000-	272700	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	1,313.00
	3080-71-00000-524022-00000000-	272701	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	167.50
	3080-71-00000-524022-00000000-	272733	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	77.50
	3080-71-00000-524022-00000000-	272732	POP: 12/01/25-12/31/25 - WINCHESTER RD LEGAL SVCS	90009735	1/20/2026	37.50
	3080-71-00000-530000-BUDGET01-	272745	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	1,195.00
	3080-71-00000-530000-BUDGET01-	272696	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	227.50
	3080-71-00000-530000-BUDGET01-	272681	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	842.50
	3080-71-00000-530000-BUDGET01-	272743	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	390.00
	3080-71-00000-530000-BUDGET01-	272757	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	1,532.50
	3080-71-00000-530000-BUDGET01-	272663	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	5,245.00
	3080-71-00000-530000-BUDGET01-	272673	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	6,110.00
	3080-71-00000-530000-BUDGET01-	272676	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	75.00
	3080-71-00000-530000-BUDGET01-	272643	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	292.50
	3080-71-00000-530000-BUDGET01-	272656	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	15,767.50
	3080-71-00000-530000-BUDGET01-	272666	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	6,750.00
	3080-71-00000-530000-BUDGET01-	272671	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	195.00
	3080-71-00000-528006-00000000-	272650	POP: 12/01/25-12/31/25 -LEGAL SERVICES	90009735	1/20/2026	833.75
	3080-71-00000-521000-BUDGET01-	272677	POP: 12/01/25-12/31/25 -LEGAL SERVICES	90009735	1/20/2026	97.50
	3080-71-00000-521000-BUDGET01-	272682	POP: 12/01/25-12/31/25 -LEGAL SERVICES	90009735	1/20/2026	32.50
	3080-71-00000-524000-BUDGET01-	272761	POP: 12/01/25-12/31/25 -LEGAL SERVICES	90009735	1/20/2026	357.50
	3080-71-00000-524000-BUDGET01-	272652	POP: 12/01/25-12/31/25 -LEGAL SERVICES	90009735	1/20/2026	593.75
	3080-71-00000-524000-BUDGET01-	272665	POP: 12/01/25-12/31/25 -LEGAL SERVICES	90009735	1/20/2026	412.50
	3080-71-00000-524000-BUDGET01-	272764	POP: 12/01/25-12/31/25 -LEGAL SERVICES	90009735	1/20/2026	1,754.20
	3080-71-00000-530000-BUDGET01-	272668	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	532.40
	3080-71-00000-530000-BUDGET01-	272713	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	4,167.50
	3080-71-00000-530000-BUDGET01-	272741	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	32.50
	3080-71-00000-530000-BUDGET01-	272719	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	7,247.50
	3080-71-00000-524022-00000000-	LP-WINCHESTER TRT 46	WINCHESTER RD IMPROVE-TRACT 46 NASSERI RES 15-459	110047	1/27/2026	100,823.75
	Total Paid by Vendor					**157,248.35**
LORD AECK SARGENT PLANING & DESIGN INC	3080-71-00000-520900-00000000-	51523	POP:09/24/25-10/23/25-NO. HSV GREENWAY MASTER PLAN	90009804	1/27/2026	2,600.00
	Total Paid by Vendor					**2,600.00**
NIVENS & ASSOCIATES	3080-71-00000-530000-BUDGET01-	1872-D	POP 1/14/26 PROFESSIONAL SERVICES	109924	1/20/2026	500.00
	Total Paid by Vendor					**500.00**
REGIONS BANK	3080-00-00000-602000-DE2025BX-	DEBT 2/1/26	DEBT SERVICE PAYMENT DUE 2/1/25 - 14A/25A/25B	110120	1/30/2026	445,105.01
	3080-00-00000-601000-DE2025BX-	DEBT 2/1/26	DEBT SERVICE PAYMENT DUE 2/1/25 - 14A/25A/25B	110120	1/30/2026	1,404,706.50
	3080-00-00000-140200-00000000-	DEBT 2/1/26	DEBT SERVICE PAYMENT DUE 2/1/25 - 14A/25A/25B	110120	1/30/2026	-19,587.69
	3080-00-00000-460100-00000000-	DEBT 2/1/26	DEBT SERVICE PAYMENT DUE 2/1/25 - 14A/25A/25B	110120	1/30/2026	-211.61
	Total Paid by Vendor					**1,830,012.21**
ROGERS GROUP INC	3080-00-00000-220400-00000000-	3725008-27-2RET	2550 - PINHOOK POLE 4 FINAL RETAINAGE	110089	1/27/2026	415.09
	3080-00-00000-220400-00000000-	3725008-26-2RET	2550 - PRATT&SCHIFFMAN ADA FINAL RETAINAGE	110089	1/27/2026	632.61
	3080-71-00000-520900-00000000-	APPL# 2 MEEK GRNWY	#2, POP: 11/01/25-11/30/25 MEEK GREENWAY	110089	1/27/2026	290,585.93
	Total Paid by Vendor					**291,633.63**
SCHOEL ENGINEERING COMPANY INC	3080-71-00000-527000-00000000-	537215	POP 11/1/25-11/30/25 CARMICHAEL TRACT KATHY	109950	1/20/2026	8,300.00
	Total Paid by Vendor					**8,300.00**
SKIPPER CONSULTING INC	3080-71-00000-530000-BUDGET01-	19903	POP 12/1/25-12/31/25 TRAFFIC CORRIDOR STUDY	109954	1/20/2026	9,890.00
	Total Paid by Vendor					**9,890.00**
SMITH GEE STUDIO LLC	3080-71-00000-530000-BUDGET01-	25074.00-02	POP 12/1/25-1/15/26 WESTGATE PROJECT JIM	90009820	1/27/2026	9,800.00
	Total Paid by Vendor					**9,800.00**
THE ARTS COUNCIL INC	3080-00-00000-610059-00000000-	CM01132026	RES # 26-25-MGT FEE FOR HSV PUBLIC ARTS PRG	90009772	1/27/2026	1,050,500.00
	Total Paid by Vendor					**1,050,500.00**
VOLKERT INC	3080-71-00000-524066-00000000-	02412046	POP:11/22/25-12/19/25 REDSTONE EAST CONNECTOR	109965	1/20/2026	10,560.00
	Total Paid by Vendor					**10,560.00**
WIREGRASS CONSTRUCTION COMPANY INC	3080-71-00000-524042-CONSTRUC-00172	APPL #21 N BYPASS	#21 POP: 12/01/25-01/15/26-N BYPASS CONSTRUCTION	90009833	1/27/2026	380,696.88

		Total Paid by Vendor					**380,696.88**
	Total by Fund 3080						**4,493,873.05**
3207	REGIONS BANK	3207-00-00000-601000-DE2020EX-	DEBT 1/1/26 2020E	DEBT SERVICE DUE 1/1/26 - 2020E	110116	1/30/2026	80,197.78
		3207-00-00000-602000-DE2020EX-	DEBT 1/1/26 2020E	DEBT SERVICE DUE 1/1/26 - 2020E	110116	1/30/2026	13,773.84
		Total Paid by Vendor					**93,971.62**
	Total by Fund 3207						**93,971.62**
3310	ATHENS UTILITIES	3310-71-00000-515550-00000000-	106-35050-00-0126	POP: 12/18/25-1/20/26 ELECTRIC SERVICES UTILITIES	90009844	2/3/2026	37.39
		Total Paid by Vendor					**37.39**
	HUNTSVILLE UTILITIES	3310-71-00000-515550-00000000-	204014-010626	POP: 11/25/25-01/07/26- Q2 STREET/TRAFFIC LIGHTS	109910	1/20/2026	5,456.30
		3310-71-00000-515550-00000000-	855297-010626	POP: 11/30/25-12/31/25-Q2 STREET/TRAFFIC LIGHTS	109910	1/20/2026	2,167.11
		3310-71-00000-515550-00000000-	226095-010626	POP: 11/30/25-12/30/25-Q2 STREET/TRAFFIC LIGHTS	109910	1/20/2026	367,977.11
		3310-71-00000-515550-00000000-	226105-010626	POP: 12/06/25-01/07/26-Q2 STREET/TRAFFIC LIGHTS	109910	1/20/2026	2.50
		3310-71-00000-515550-00000000-	1092012-010626	POP: 11/25/25-12/23/25-Q2 STREET/TRAFFIC LIGHTS	109910	1/20/2026	20.33
		3310-71-00000-515550-00000000-	211071-010626	POP: 11/17/25-12/23/25 - Q2 STREET/TRAFFIC LIGHTS	109910	1/20/2026	8,333.11
		3310-71-00000-515550-00000000-	1095984-012326	POP: 12/12/25-01/15/25- STREET/TRAFFIC LIGHTS	110172	2/3/2026	34.06
		3310-71-00000-515550-00000000-	1080874-012326	POP: 12/12/25-01/15/26 - STREET/TRAFFIC LIGHTS	110172	2/3/2026	25.60
		3310-71-00000-515550-00000000-	1079040-012326	POP: 12/12/25-01/15/26 - STREET/TRAFFIC LIGHTS	110172	2/3/2026	185.17
		Total Paid by Vendor					**384,201.29**
	Total by Fund 3310						**384,238.68**
3430	BRIDGESTONE AMERICA'S INC.	3430-41-00000-515520-00000000-	259988	POP: 12/15/25-12/18/25-STAC VEHICLE REPAIR	90009706	1/20/2026	20.99
		Total Paid by Vendor					**20.99**
	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-434959	POP: 01/14/26 - STAC VEHICLE REPAIR-2ND QTR	90009719	1/20/2026	107.96
		3430-41-00000-515520-00000000-	00019-435341	POP: 01/21/26 - STAC VEHICLE REPAIR-2ND QTR	90009787	1/27/2026	104.06
		Total Paid by Vendor					**212.02**
	FLEET FUELING	3430-41-00000-515520-00000000-	110185129	POP 12/26/25-1/25/26 STAC FUEL CHARGES	110024	1/27/2026	59.67
		Total Paid by Vendor					**59.67**
	JAMES R HALL	3430-41-00000-515520-00000000-	80243	POP 1/13/26 STAC TOWING FEE	90009895	2/3/2026	65.00
		Total Paid by Vendor					**65.00**
	Total by Fund 3430						**357.68**
3700	LANIER FORD SHAVER & PAYNE PC	3700-71-00000-515370-00000000-	272654	POP: 12/01/25-12/31/25 - LEGAL SERVICES	90009735	1/20/2026	617.50
		3700-71-00000-515370-00000000-	272641	POP: 12/01/25-12/31/25 -LEGAL SERVICES	90009735	1/20/2026	90.00
		Total Paid by Vendor					**707.50**
	RSM DESIGN	3700-71-00000-515370-00000000-	28588	POP 12/1/25-12/31/25 CUMMINGS RESEARCH PARK	109948	1/20/2026	2,000.00
		Total Paid by Vendor					**2,000.00**
	Total by Fund 3700						**2,707.50**
3900	ALABAMA DEPARTMENT OF REVENUE	3900-44-00000-515700-00000000-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	31.14
		Total Paid by Vendor					**31.14**
	BELLSOUTH TELECOMMUNICATIONS LLC	3900-44-00000-515070-00000000-	28727454831102012026	POP:12/24/25-01/23/26 ATT MOBILITY CRADLEPOINT EMA	110132	2/3/2026	39.99
		Total Paid by Vendor					**39.99**
	DUTCH OIL COMPANY	3900-44-00000-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	40.51
		3900-44-00000-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	53.41
		3900-44-00000-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	26.75
		Total Paid by Vendor					**120.67**
	MADISON COUNTY AUTO PARTS INC	3900-44-00000-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	147.54
		3900-44-00000-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	147.54
		3900-44-00000-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	147.54
		Total Paid by Vendor					**442.62**
	Total by Fund 3900						**634.42**
3910	ALABAMA DEPARTMENT OF REVENUE	3910-93-00000-515700-00000000-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	269.20
		Total Paid by Vendor					**269.20**
	HUNTSVILLE UTILITIES	3910-93-00000-515700-00000000-	100450-012726	POP: 12/15/25-01/20/26- HUNTSVILLE UTILITIES	110172	2/3/2026	12,789.86
		Total Paid by Vendor					**12,789.86**
	Total by Fund 3910						**13,059.06**
3930	ALABAMA DEPARTMENT OF REVENUE	3930-91-00000-515700-00000000-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	251.35
		Total Paid by Vendor					**251.35**
	HUNTSVILLE UTILITIES	3930-91-00000-515700-00000000-	1014471-011426	POP: 12/04/25-01/07/26- UTILITIES	109910	1/20/2026	4,755.11
		3930-91-00000-515700-00000000-	589176-011426	POP: 12/4/25-01/07/26-UTILITIES	109910	1/20/2026	4,198.14
		3930-91-00000-515700-00000000-	766458-011426	POP: 12/04/25-01/07/26-UTILITIES	109910	1/20/2026	409.20
		3930-91-00000-515700-00000000-	225230-010626	POP:11/26/25-12/29/25-UTILITIES	109910	1/20/2026	2,930.38
		3930-91-00000-515700-00000000-	580047-011426	POP:12/04/25-01/07/26-UTILITIES	109910	1/20/2026	101.25
		3930-91-00000-515700-00000000-	112067-011426	POP: 12/04/25-01/07/26- UTILITIES	109910	1/20/2026	17.34

		3930-91-00000-515700-00000000-	112024-011426	POP: 12/04/26-01/07/26-UTILITIES	109910	1/20/2026	14.56
		3930-91-00000-515700-00000000-	1014181-011426	POP: 12/04/25-01/07/26-UTILITIES	109910	1/20/2026	121.01
		Total Paid by Vendor					**12,546.99**
	Total by Fund 3930						**12,798.34**
3950	REGIONS BANK	3950-00-00000-602000-DE2021PB-	DEBT 1/17/26 PBA	DEBT SERVICE PAYMENT DUE 1/17/26 - 2021/22/25PBA	109865	1/20/2026	378,952.61
		3950-00-00000-601000-DE2021PB-	DEBT 1/17/26 PBA	DEBT SERVICE PAYMENT DUE 1/17/26 - 2021/22/25PBA	109865	1/20/2026	1,705,000.00
		3950-00-00000-602000-DE2022PB-	DEBT 1/17/26 PBA	DEBT SERVICE PAYMENT DUE 1/17/26 - 2021/22/25PBA	109865	1/20/2026	1,770,125.00
		3950-00-00000-601000-DE2022PB-	DEBT 1/17/26 PBA	DEBT SERVICE PAYMENT DUE 1/17/26 - 2021/22/25PBA	109865	1/20/2026	1,270,000.00
		3950-00-00000-602000-DE2025PB-	DEBT 1/17/26 PBA	DEBT SERVICE PAYMENT DUE 1/17/26 - 2021/22/25PBA	109865	1/20/2026	141,537.50
		3950-00-00000-601000-DE2025PB-	DEBT 1/17/26 PBA	DEBT SERVICE PAYMENT DUE 1/17/26 - 2021/22/25PBA	109865	1/20/2026	120,000.00
		3950-00-00000-460100-00000000-	DEBT 1/17/26 PBA	DEBT SERVICE PAYMENT DUE 1/17/26 - 2021/22/25PBA	109865	1/20/2026	-4,195.06
		3950-00-00000-636500-FROM0000-	DEBT 1/17/26 PBA	DEBT SERVICE PAYMENT DUE 1/17/26 - 2021/22/25PBA	109865	1/20/2026	-2,083,248.08
		3950-00-00000-633000-FROM0000-	DEBT 1/17/26 PBA	DEBT SERVICE PAYMENT DUE 1/17/26 - 2021/22/25PBA	109865	1/20/2026	-3,298,171.97
		Total Paid by Vendor					**0.00**
	Total by Fund 3950						**0.00**
4017	ALLSEATING CORPORATION	4017-14-00000-522021-00000000-	521046	FF&E -MARTIN RD REC CENTER	109874	1/20/2026	7,498.40
		Total Paid by Vendor					**7,498.40**
	AMIRI ENGINEERING CORP	4017-14-00000-521028-00000000-	7007A	POP: 11/01/25-12/15/25 PARK AT HAYS FARM ADD'L SVC	109876	1/20/2026	8,886.00
		Total Paid by Vendor					**8,886.00**
	ARCADIA CHAIR COMPANY	4017-14-00000-523023-PHASE004-	270835	FF&E SANDRA MOON PHASE 4	90009842	2/3/2026	12,810.24
		Total Paid by Vendor					**12,810.24**
	BAILEY HARRIS CONSTRUCTION COMPANY INC	4017-14-00000-521028-00000000-	APPL#16R-HAYSLAND PK	#16R POP:10/01/25-11/30/25 CONSTRUCTION-HAYS FARM	90009775	1/27/2026	650,090.18
		Total Paid by Vendor					**650,090.18**
	BRITT DEMOLITION & RECYCLING INC	4017-00-00000-220400-00000000-	APPL#6 CITYHALL DEMO	24843 - CITY HALL DEMO FINAL RETAINAGE	90009707	1/20/2026	15,191.75
		4017-00-00000-220400-00000000-	APPL#6 CITYHALL DEMO	24843 - CITY HALL DEMO FINAL RETAINAGE	90009707	1/20/2026	10,468.25
		4017-00-00000-220400-00000000-	APPL#6 CITYHALL DEMO	24843 - CITY HALL DEMO FINAL RETAINAGE	90009707	1/20/2026	5,415.00
		Total Paid by Vendor					**31,075.00**
	BUILDING & EARTH SCIENCES INC	4017-14-00000-523023-PHASE004-	133695	POP:12/01/25-12/31/25 CMT AND INSPECTION SERVICES	109889	1/20/2026	537.50
		Total Paid by Vendor					**537.50**
	FITE CONSTRUCTION COMPANY LLC	4017-14-00000-523023-PHASE004-	297714	POP:12/01/25-12/31/25 CONSTRUCT-SANDRA M	90009720	1/20/2026	1,542,551.62
		4017-14-00000-522020-00000000-	APPL#16 JHP REC CTR	#16 POP:01/01/26-01/31/26 CONSTRUCTION -JHP REC	90009863	2/3/2026	446,043.37
		Total Paid by Vendor					**1,988,594.99**
	JASPER SEATING COMPANY INC	4017-14-00000-523023-PHASE004-	0000623261	FF&E -SANDRA MOON PH 4	110178	2/3/2026	60,569.99
		Total Paid by Vendor					**60,569.99**
	KPS GROUP INC	4017-14-00000-523023-PHASE004-	225031-00-36	POP:11/01/25-11/30/25 ARCHITECT SVCS- SANDRA MOON	110045	1/27/2026	58,632.81
		4017-14-00000-523023-PHASE004-	225031-00-37	POP:12/01/25-12/31/25 ARCHITECT SVCS- SANDRA MOON	110045	1/27/2026	41,032.54
		Total Paid by Vendor					**99,665.35**
	NOLA VAN PEURSEM ARCHITECTS PC	4017-14-00000-522019-00000000-	22319.08	POP:07/05/25-10/31/25 - ARCHITECTURAL SVCS-CSI BLD	109925	1/20/2026	31,856.83
		Total Paid by Vendor					**31,856.83**
	PEARCE CONSTRUCTION CO INC	4017-14-00000-522019-00000000-	APPL #18 CSI BLDG	#18, POP:11/01/25-01/12/26-CONSTRUCTION SVCS-HPD	90009741	1/20/2026	120,063.11
		Total Paid by Vendor					**120,063.11**
	TERRELL TECHNICAL SERVICES INC	4017-14-00000-521036-00000000-	2025-1017	POP 08/23/25 - CITY HALL DEMO ASBESTOS AIR MONITOR	110228	2/3/2026	835.00
		Total Paid by Vendor					**835.00**
	TTL INC	4017-14-00000-522021-00000000-	2160176	POP 12/1/25-12/31/25 ADDITIONAL SERVICES	90009827	1/27/2026	1,000.00
		Total Paid by Vendor					**1,000.00**
	US BANCORP ASSET MANAGEMENT INC	4017-00-00000-515370-00000000-	15119560	POP 12/1/25-12/31/25 INVESTMENT DEBT PROCEEDS	90009828	1/27/2026	2,442.80
		Total Paid by Vendor					**2,442.80**
	WAYNE C RHINEHART	4017-14-00000-522019-00000000-	RE-26001	POP 1/5/26-1/10/26 TECH BENCH INSTALLATION	110212	2/3/2026	950.00
		Total Paid by Vendor					**950.00**
	WRIGHT LINE HOLDING INC	4017-14-00000-522019-00000000-	004164579	EQUIPMENT -HPD CSI	110248	2/3/2026	7,130.99
		Total Paid by Vendor					**7,130.99**
	Total by Fund 4017						**3,024,006.38**
4021	ARCO MURRAY NATIONAL HOLDINGS INC	4021-14-00000-522022-00000000-	APPL#7 - ICE CTR EXP	#7, POP:01/01/26-01/31/26 CONSTRUCTION - HSV ICE	90009771	1/27/2026	1,579,397.80
		Total Paid by Vendor					**1,579,397.80**
	ARCSPACE STUDIO LLC	4021-14-00000-522022-00000000-	2363-11	POP:10/01/25-12/19/25 ARCHITECT SVCS-HSV ICE CTR	109879	1/20/2026	98,722.66
		Total Paid by Vendor					**98,722.66**
	BAMAVIEW LLC	4021-14-00000-522023-00000000-	5638	POP:12/01/25-01/01/26 CONSTRUCT DOCUMENT-VETS MUSE	90009740	1/20/2026	1,171.87
		4021-14-00000-522022-00000000-	5646	POP:12/01/25-01/01/26 PHOTO DOCUMENT-ICEPLEX EXP	90009740	1/20/2026	3,125.00
		Total Paid by Vendor					**4,296.87**
	BOSTICK LANDSCAPE ARCHITECTS	4021-14-00000-521040-00000000-	APPL#6 BIG SPRING PK	#6, POP:11/15/25-12/31/25 ARCHITECT SVC-BIG SPRING	109886	1/20/2026	23,500.00
		Total Paid by Vendor					**23,500.00**

	CHORBA CONTRACTING CORP	4021-14-00000-522023-00000000-	APPL#4 VET MUS EXPAN	#4 POP 12/24/25-01/27/26 - VET MUSEUM EXPANSION	90009852	2/3/2026	715,724.30
		Total Paid by Vendor					**715,724.30**
	HUNTSVILLE UTILITIES	4021-14-00000-521040-00000000-	BIG SPRING E ATC WAT	BIG SPRING PK EAST ATC WATER WWO#1437 ORDER 368	109911	1/20/2026	31,480.00
		4021-14-00000-521040-00000000-	BIG SPRING E ATC ELE	BIG SPRING PK EAST ATC ELEC WO#1414 ORD# 378	109912	1/20/2026	50,689.00
		Total Paid by Vendor					**82,169.00**
	Total by Fund 4021						**2,503,810.63**
4022	GARBER CONSTRUCTION CO INC	4022-00-00000-523063-00000000-	VBCPH-01	COST OF PRINTING THE DRAWINGS	90009790	1/27/2026	91.56
		Total Paid by Vendor					**91.56**
	Total by Fund 4022						**91.56**
6000	AIR HYDRO POWER INC	6000-76-76110-513030-00000000-	11444332	HOSE REPAIRS Q2 JAN-MAR 26(BLANKET)	109868	1/20/2026	125.74
		6000-76-76200-513040-00000000-	11445611	MATERIALS HOSE REPAIRS Q2 JAN-MAR 26	109995	1/27/2026	67.03
		6000-76-76110-513030-00000000-	11445927	MATERIALS HOSE REPAIRS Q2 JAN-MAR 26(BLANKET)	109995	1/27/2026	147.36
		6000-76-76110-513030-00000000-	11449796	HOSE REPAIRS Q2 JAN-MAR 26(BLANKET)	109995	1/27/2026	295.80
		Total Paid by Vendor					**635.93**
	ALABAMA CONCRETE INC	6000-76-76370-513040-00000000-	173048	LS REPAIRS Q2 JAN-MAR 26 (BLANKET)	90009698	1/20/2026	527.50
		Total Paid by Vendor					**527.50**
	ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT	6000-76-76100-515374-00000000-	202625036	UNDERGROUND STORAGE TANK REGULATORY FEE	110124	2/3/2026	36.00
		Total Paid by Vendor					**36.00**
	ALABAMA DEPARTMENT OF REVENUE	6000-76-76210-515700-00000000-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	469.14
		6000-76-76220-515700-00000000-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	465.92
		6000-76-76230-515700-00000000-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	59.94
		6000-76-76250-515700-00000000-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	1,698.48
		6000-76-76260-515700-00000000-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	1,411.68
		6000-76-76370-515700-00000000-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	1,264.52
		6000-76-76380-515700-00000000-	UT TAX DUE 1/20/26	UTILITY TAX DUE 01/20/2026	109993	1/23/2026	14.81
		Total Paid by Vendor					**5,384.49**
	ALL SHARPE INC	6000-76-76110-513030-00000000-	51596	COM TX 011226/51596	109872	1/20/2026	140.00
		6000-76-76110-513030-00000000-	51596	COM TX 011226/51596	109872	1/20/2026	25.00
		Total Paid by Vendor					**165.00**
	AMAZON CAPITAL SERVICES INC	6000-76-76200-515340-00000000-	1XKC-Y3GG-91FM	CHASE WWTP	90009769	1/27/2026	28.95
		6000-76-76200-515340-00000000-	1YH6-HGV7-9GCQ	MAINTENANCE	90009840	2/3/2026	423.91
		Total Paid by Vendor					**452.86**
	AMERICAN WELDING & GAS INC	6000-76-76200-515340-00000000-	0011358053	POP: 12/01/25-12/31/25-MT CYLINDER RENTAL	109875	1/20/2026	533.15
		Total Paid by Vendor					**533.15**
	ASCENT LIFTING INC	6000-76-76370-513040-00000000-	67025315-00	MAINTENANCE FOR LIFT STATIONS	90009773	1/27/2026	2,757.85
		6000-76-76200-515340-00000000-	67025356-00	TVI PATCH TRUCK	90009843	2/3/2026	978.05
		Total Paid by Vendor					**3,735.90**
	ATHENS UTILITIES	6000-76-76370-515700-00000000-	108-08250-01-0126	POP:12/18/25 -01/20/26-LS UTILITIES Q2 JAN-MAR 26	90009844	2/3/2026	2,713.54
		6000-76-76370-515700-00000000-	108-26005-01-0126	POP:12/18/25-01/20/26-LS UTILITIES Q2 JAN-MAR 26	90009844	2/3/2026	46.73
		6000-76-76370-515700-00000000-	116-32200-01-0126	POP: 12/19/25-01/21/26-LS UTILITIES Q2 JAN-MAR 26	90009844	2/3/2026	203.60
		6000-76-76370-515700-00000000-	118-34918-00-0126	POP:12/19/25 -01/21/26-LS UTILITIES Q2 JAN-MAR 26	90009844	2/3/2026	116.39
		Total Paid by Vendor					**3,080.26**
	BELLSOUTH TELECOMMUNICATIONS LLC	6000-76-76100-515070-00000000-	256 535-6412-0126	POP: 01/19/26-02/18/26- AT&T MAIN CENTREX FOR COH	110002	1/27/2026	61.60
		6000-76-76100-515070-00000000-	256-534-5657-0126	POP: 01/20/26-02/19/26- CMOMDATA FLOW LINES FY26	110133	2/3/2026	253.29
		Total Paid by Vendor					**314.89**
	BENTLEY GROUP INC	6000-76-76110-513030-00000000-	726595	POP: 12/02/25-01/16/26 - R & M FOR EQ#021795	110004	1/27/2026	1,703.80
		Total Paid by Vendor					**1,703.80**
	CELLCO PARTNERSHIP	6000-76-76100-515070-00000000-	6133241483	POP 12/11/25-1/10/26 VERIZON SERVICES	110109	1/27/2026	2,415.80
		Total Paid by Vendor					**2,415.80**
	CINTAS	6000-76-76100-515670-00000000-	4252798970	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	109892	1/20/2026	38.87
		6000-76-76100-515670-00000000-	4256462542	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	109892	1/20/2026	38.87
		6000-76-76100-515670-00000000-	4256043673	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	109892	1/20/2026	105.49
		6000-76-76100-515670-00000000-	4256156449	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	109892	1/20/2026	72.84
		6000-76-76100-515670-00000000-	4256058892	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	109892	1/20/2026	45.00
		6000-76-76100-515670-00000000-	4256156533	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	109892	1/20/2026	114.38
		6000-76-76100-515670-00000000-	4256380796	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	109892	1/20/2026	119.25
		6000-76-76100-515670-00000000-	4255427314	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	109892	1/20/2026	72.84
		6000-76-76100-515670-00000000-	4256377952	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	109892	1/20/2026	1,352.87
		6000-76-76100-515670-00000000-	4257116837	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	110016	1/27/2026	234.22
		6000-76-76100-515670-00000000-	4257114488	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	110016	1/27/2026	1,386.42
		6000-76-76100-515670-00000000-	4257254804	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	110016	1/27/2026	38.87

	6000-76-76100-515670-00000000-	4256809086	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	110016	1/27/2026	45.00
	6000-76-76100-515670-00000000-	4256796204	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	110016	1/27/2026	105.49
	6000-76-76100-515670-00000000-	4256927227	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	110016	1/27/2026	114.38
	6000-76-76100-515670-00000000-	4256927104	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	110016	1/27/2026	72.84
	6000-76-76100-515670-00000000-	4257933480	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	110145	2/3/2026	38.87
	6000-76-76100-515670-00000000-	4257822833	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	110145	2/3/2026	119.69
	6000-76-76100-515670-00000000-	4257819508	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	110145	2/3/2026	1,352.87
	6000-76-76100-515670-00000000-	4257659913	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	110145	2/3/2026	114.38
	6000-76-76100-515670-00000000-	4257659690	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	110145	2/3/2026	72.84
	6000-76-76100-515670-00000000-	4257501952	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	110145	2/3/2026	45.00
	6000-76-76100-515670-00000000-	4257483853	WPC UNIFORMS Q2 JAN-MARCH 2026 (BLANKET)	110145	2/3/2026	105.49
	Total Paid by Vendor					**5,806.77**
CLARKE MOSQUITO CONTROL PRODUCTS INC	6000-76-76110-515060-00000000-	005114966	MOSQUITO MIST ONE FOR ALL PLANTS (EXEMPT)	110017	1/27/2026	39,600.00
	Total Paid by Vendor					**39,600.00**
CORA INC	6000-76-76300-516030-00000000-	459829	POP 12/1/25-12/31/25 STANDBY SANITARY SEWER	90009739	1/20/2026	3,900.00
	6000-76-76300-516030-00000000-	462939	POP: 01/12/26 PUMPING-MONTE SANO/ VAR PROJ	90009810	1/27/2026	7,000.00
	6000-76-76300-516030-00000000-	462941	POP 1/20/26 PUMPING-MONTE SANO	90009885	2/3/2026	6,125.00
	6000-76-76300-516030-00000000-	462955	POP 1/20/26 PUMPING-MONTE SANO	90009885	2/3/2026	175.00
	6000-76-76300-516030-00000000-	463024	POP 1/15/26 PUMPING-MONTE SANO	90009885	2/3/2026	175.00
	6000-76-76300-516030-00000000-	463027	POP 1/16/26 PUMPING-MONTE SANO	90009885	2/3/2026	175.00
	6000-76-76300-516030-00000000-	462947	POP 1/28/26 PUMPING-MONTE SANO	90009885	2/3/2026	12,250.00
	6000-76-76300-516030-00000000-	463096	POP 1/26/26 PUMPING-MONTE SANO	90009885	2/3/2026	175.00
	6000-76-76300-516030-00000000-	463155	POP 1/24/26 PUMPING-MONTE SANO	90009885	2/3/2026	175.00
	Total Paid by Vendor					**30,150.00**
CORE & MAIN LP	6000-76-76250-513040-00000000-	Y345067	PL1 BLOWER INSTALL	90009782	1/27/2026	228.57
	6000-00-00000-140100-00000000-	Y392069	INVENTORY RESTOCK	90009782	1/27/2026	1,810.56
	6000-76-76370-513040-00000000-	Y414630	565 PS METER PIT	90009855	2/3/2026	1,888.90
	Total Paid by Vendor					**3,928.03**
DEFENSE PEST SOLUTIONS	6000-76-76100-515370-00000000-	63131	POP: 02/01/26-02/28/26 - WPC PEST CONTROL FY26	90009857	2/3/2026	170.00
	Total Paid by Vendor					**170.00**
DUTCH OIL COMPANY	6000-76-76110-514010-00000000-	CFN-47636	FUELING TRANS DATED 010926	90009715	1/20/2026	54.08
	6000-76-76110-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	46.87
	6000-00-00000-140100-00000000-	INV-229549A	POP: 01/06/26 -WPC FUELING FACILITY Q2 JAN-MAR 26	90009715	1/20/2026	3,451.05
	6000-00-00000-140100-00000000-	INV-229809	POP: 01/13/25 -WPC FUELING FACILITY Q2 JAN-MAR 26	90009715	1/20/2026	3,701.76
	6000-00-00000-140100-00000000-	INV-229549	VENDOR SENT IN ERROR	90009715	1/20/2026	3,451.05
	6000-00-00000-140100-00000000-	INV-229549C	CREDIT MEMO FOR INVOICE INV-229549	90009715	1/20/2026	-3,451.05
	6000-76-76110-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	41.28
	6000-76-76110-514010-00000000-	CFN-47855	FUELING TRANS DATED 011626	90009715	1/20/2026	8.49
	6000-76-76110-514010-00000000-	CFN-47885	FUELING TRANS DATED 011926	90009715	1/20/2026	43.61
	6000-76-76110-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	98.71
	6000-76-76110-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	18.18
	6000-00-00000-140100-00000000-	INV-230033	POP: 01/15/26 -WPC FUELING FACILITY Q2 JAN-MAR 26	90009785	1/27/2026	4,396.92
	6000-76-76110-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	45.97
	6000-76-76110-514010-00000000-	CFN-47982	FUELING TRANS DATED 012426	90009785	1/27/2026	38.81
	6000-76-76110-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	71.88
	6000-76-76110-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	241.11
	6000-00-00000-140100-00000000-	INV-230281	POP: 01/22/26 -WPC FUELING FACILITY Q2 JAN-MAR 26	90009859	2/3/2026	4,905.81
	6000-76-76110-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	49.31
	6000-00-00000-140100-00000000-	INV230320	POP: 01/29/26 -WPC FUELING FACILITY Q2 JAN-MAR 26	90009859	2/3/2026	3,586.38
	Total Paid by Vendor					**20,800.22**
ECO-TECH INC	6000-76-76200-515340-00000000-	260100	STOCK	110022	1/27/2026	8,997.00
	Total Paid by Vendor					**8,997.00**
FERGUSON US HOLDINGS INC	6000-76-76200-515340-00000000-	1626035-1	STOCK (WAREHOUSE)	90009788	1/27/2026	736.10
	Total Paid by Vendor					**736.10**
GARNEY COMPANIES INC	6000-76-00000-526000-00000000-	APPL# 8 - I565 MAIN	#8, POP:12/01/25-12/31/25 - I565 FORCE MAIN RELOC	90009722	1/20/2026	632,026.26
	Total Paid by Vendor					**632,026.26**
GEN-CO INC	6000-76-76260-513040-00000000-	61081	POP: 01/19/26-01/20/26-PL4 GENERATOR REPAIR	110164	2/3/2026	3,247.67
	Total Paid by Vendor					**3,247.67**
GRAYBAR ELECTRIC COMPANY	6000-76-76220-513040-00000000-	9351453194	PL6 HOLDING TANK MIXER	109904	1/20/2026	3,105.55
	6000-76-76220-513040-00000000-	9351683271	CREDIT MEMO FOR INVOICE 9351453194	109904	1/20/2026	-1,403.25
	6000-76-76370-513040-00000000-	9351680505	MCMULLEN COVE PS	109904	1/20/2026	2,628.75

	6000-76-76250-513010-00000000-	9351711805	MAINTENANCE SHOP UPGRADES	110026	1/27/2026	2,300.38
	6000-76-76250-513010-00000000-	9351742977	MAINTENANCE SHOP UPGRADES	110026	1/27/2026	658.00
	6000-76-76370-513040-00000000-	9351743033	PEOPLES RD.	110026	1/27/2026	951.90
	6000-76-76250-513040-00000000-	9351855249	MAINTENANCE SHOP	110166	2/3/2026	580.42
	6000-76-76250-513010-00000000-	9351855258	MAINTENANCE SHOP UPGRADE	110166	2/3/2026	57.00
	6000-76-76250-513010-00000000-	9351871082	MAINTENANCE SHOP UPGRADE	110166	2/3/2026	96.78
	Total Paid by Vendor					**8,975.53**
HARCROS CHEMICALS INC	6000-76-76110-515060-00000000-	871013497	PL4 TREATMENT CHEMICALS	110028	1/27/2026	11,916.53
	6000-76-76110-515060-00000000-	871013498	PL5/PL6 SPLIT LOAD	110028	1/27/2026	9,254.97
	6000-76-76110-515060-00000000-	871013499	PL5/PL6 SPLIT LOAD	110028	1/27/2026	2,682.60
	Total Paid by Vendor					**23,854.10**
HOLSTON GASES INC	6000-76-76200-515340-00000000-	227711	POP: 01/23/26 - MAINT SHOP Q2 JAN-MAR 26	110169	2/3/2026	278.39
	Total Paid by Vendor					**278.39**
HUNTSVILLE FASTENER & SUPPLY INC	6000-76-76200-513040-00000000-	6536049	MAINT REPAIRS Q2 JAN-MAR 26 (BLANKET)	90009873	2/3/2026	283.60
	Total Paid by Vendor					**283.60**
HUNTSVILLE TRACTOR & EQUIPMENT INC	6000-76-76110-513030-00000000-	RO15803	POP: 12/22/25-R&M EQ#050657 (OVER 25K GVWR)	90009730	1/20/2026	7,187.45
	6000-76-76110-513030-00000000-	RO15885	POP: 12/31/25 - R&M EQ#050529 (OVER 25K GVWR)	90009730	1/20/2026	1,357.71
	6000-76-76110-513030-00000000-	PT50289	MISC HEAVY EQUIP PARTS Q2(EXEMPT)(BLANKET)	90009798	1/27/2026	98.92
	Total Paid by Vendor					**8,644.08**
HUNTSVILLE UTILITIES	6000-76-76210-515700-00000000-	143197-011626	POP: 11/24/25 -01/17/26 -UTILITIES Q1 FY25	110034	1/27/2026	19,162.23
	6000-76-76220-515700-00000000-	143197-011626	POP: 11/24/25 -01/17/26 -UTILITIES Q1 FY25	110034	1/27/2026	18,746.18
	6000-76-76230-515700-00000000-	143197-011626	POP: 11/24/25 -01/17/26 -UTILITIES Q1 FY25	110034	1/27/2026	2,520.44
	6000-76-76250-515700-00000000-	143197-011626	POP: 11/24/25 -01/17/26 -UTILITIES Q1 FY25	110034	1/27/2026	16,022.86
	6000-76-76260-515700-00000000-	143197-011626	POP: 11/24/25 -01/17/26 -UTILITIES Q1 FY25	110034	1/27/2026	8,222.60
	6000-76-76370-515700-00000000-	143197-011626	POP: 11/24/25 -01/17/26 -UTILITIES Q1 FY25	110034	1/27/2026	56,972.15
	6000-76-76380-515700-00000000-	143197-011626	POP: 11/24/25 -01/17/26 -UTILITIES Q1 FY25	110034	1/27/2026	650.21
	6000-76-76210-515700-00000000-	1013512-010626	POP: 11/25/25- 12/31/25 - UTILITIES Q1 FY25	110034	1/27/2026	1,360.21
	6000-76-76220-515700-00000000-	1013512-010626	POP: 11/25/25- 12/31/25 - UTILITIES Q1 FY25	110034	1/27/2026	928.51
	6000-76-76250-515700-00000000-	1013512-010626	POP: 11/25/25- 12/31/25 - UTILITIES Q1 FY25	110034	1/27/2026	74,105.27
	6000-76-76260-515700-00000000-	1013512-010626	POP: 11/25/25- 12/31/25 - UTILITIES Q1 FY25	110034	1/27/2026	53,056.28
	Total Paid by Vendor					**251,746.94**
HYDRA SERVICE INC	6000-76-76250-513040-00000000-	194583	PL1 DIGESTER	90009731	1/20/2026	2,270.00
	6000-76-76200-513040-00000000-	194655	GODWIN PUMP REPAIR	90009731	1/20/2026	18.30
	6000-76-76300-516030-00000000-	194809	POP:12/10/25-12/15/25 -PT REPAIR VIRGINIA FERN CIR	90009731	1/20/2026	1,312.00
	Total Paid by Vendor					**3,600.30**
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	78451	SAFETY ITEMS, POWER TOOLS/CONST Q1 (BLANKET)	109913	1/20/2026	6,065.93
	6000-00-00000-140100-00000000-	78559	SAFETY/CONSTRUCTION MATERIALS Q2 (BLANKET)	109913	1/20/2026	754.80
	6000-76-76200-515340-00000000-	78701	SAFETY ITEMS, POWER TOOLS/CONST Q2 (BLANKET)	110035	1/27/2026	272.72
	6000-76-76200-515340-00000000-	78705	SAFETY ITEMS, POWER TOOLS/CONST Q2 (BLANKET)	110035	1/27/2026	176.95
	6000-76-76200-515340-00000000-	78783	SAFETY ITEMS, POWER TOOLS/CONST Q2 (BLANKET)	110173	2/3/2026	1,257.79
	Total Paid by Vendor					**8,528.19**
INGRAM EQUIPMENT CO LLC	6000-76-76110-513030-00000000-	W01261	POP: 01/08/26 -01/09/26 -REPAIR R/M FOR EQ#030762	90009800	1/27/2026	2,256.24
	Total Paid by Vendor					**2,256.24**
KELSEY ELECTRIC MOTOR SERVICE INC	6000-76-76370-513040-00000000-	100879	LAKE FORREST PS	110042	1/27/2026	224.79
	Total Paid by Vendor					**224.79**
KENWORTH OF HUNTSVILLE	6000-76-76110-513030-00000000-	0640659128	POP: 01/22/26 - R & M FOR EQ# 030726	110236	2/3/2026	928.45
	Total Paid by Vendor					**928.45**
LIMESTONE COUNTY WATER AND SEWER AUTHORITY	6000-76-76370-515700-00000000-	44769-0126	POP: 12/12/25-01/13/26 LIFT STATION UTILITIES	90009803	1/27/2026	26.00
	Total Paid by Vendor					**26.00**
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	278789	WPC AUTO PARTS Q2 (BLANKET)	109918	1/20/2026	903.40
	6000-76-76110-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	19.48
	6000-76-76110-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	96.78
	6000-76-76110-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	112.01
	6000-76-76110-513030-00000000-	278958	WPC AUTO PARTS	109918	1/20/2026	1,013.05
	6000-76-76110-513030-00000000-	279107	WPC AUTO PARTS Q2 (BLANKET)	110051	1/27/2026	2,686.40
	6000-76-76110-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	5.54
	6000-76-76110-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	262.33
	6000-76-76110-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	64.95
	6000-76-76110-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	8.53
	6000-76-76110-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	45.71
	6000-76-76110-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	7.05

	6000-76-76110-513030-00000000-	279347	WPC AUTO PARTS Q2 (BLANKET)	110186	2/3/2026	973.57
	Total Paid by Vendor					**6,198.80**
MADISON COUNTY WATER DEPT	6000-76-76370-515700-00000000-	01098317-000126	POP 12/4/25-1/6/26 UTILITIES	109920	1/20/2026	10.40
	6000-76-76230-515700-00000000-	01127311-000126	POP 12/16/25-1/20/26 UTILITIES	110187	2/3/2026	2,352.53
	6000-76-76370-515700-00000000-	01098590-000126	POP 12/17/25-1/18/26 UTILITIES	110187	2/3/2026	10.40
	6000-76-76370-515700-00000000-	01155616-000126	POP 12/17/25-1/18/26 UTILITIES	110187	2/3/2026	10.40
	Total Paid by Vendor					**2,383.73**
MAXIM CRANE WORKS LP	6000-76-76370-513040-00000000-	56109705	POP 1/6/26 LIFT STATIONS	109922	1/20/2026	1,080.00
	6000-76-76370-513040-00000000-	56109706	POP 1/5/26 LIFT STATIONS	109922	1/20/2026	540.00
	Total Paid by Vendor					**1,620.00**
MCGRIFF TIRE CO INC	6000-76-76110-513030-00000000-	4660092249	POP 1/13/26 R & M FOR EQ# 021860	90009736	1/20/2026	816.08
	6000-76-76110-513030-00000000-	4660092376	POP 1/13/26 R & M FOR EQ# 021860	90009736	1/20/2026	75.99
	6000-76-76110-513030-00000000-	4660092544	POP 1/15/26-1/16/26 R & M FOR EQ# 030767	90009806	1/27/2026	1,681.02
	6000-76-76110-513030-00000000-	4660092600	POP 1/16/26 R & M FOR EQ# 030777	90009806	1/27/2026	1,343.38
	6000-76-76110-513030-00000000-	4660092783	POP 1/21/26 EM R&M EQ#094062	90009806	1/27/2026	425.96
	6000-76-76110-513030-00000000-	4660092829	POP 1/22/26 EM R&M EQ#030773	90009881	2/3/2026	187.08
	6000-76-76110-513030-00000000-	4660092871	POP 1/22/26 R & M FOR EQ# 022665	90009881	2/3/2026	1,183.38
	6000-76-76110-513030-00000000-	4660092821	POP 1/22/26 EM R&M EQ#030773	90009881	2/3/2026	56.00
	6000-76-76110-513030-00000000-	4660093052	POP 1/29/26 EMERGENCY REPAIR FOR EQ# 34380	90009881	2/3/2026	15.00
	6000-76-76110-513030-00000000-	4660093122	POP 1/30/26 EMERGENCY R & M FOR EQ# 030762	90009881	2/3/2026	35.80
	Total Paid by Vendor					**5,819.69**
PENHALL COMPANY	6000-76-76300-516030-00000000-	257266	POP 1/13/26 POINT REPAIR	110192	2/3/2026	340.00
	6000-76-76300-516030-00000000-	257267	POP 1/13/26 POINT REPAIR	110192	2/3/2026	350.00
	Total Paid by Vendor					**690.00**
PINE BLUFF MATERIALS CO LLC	6000-76-76200-515340-00000000-	261273	FOR WWTP DRYING BEDS Q2 (BLANKET)	90009811	1/27/2026	3,475.41
	6000-76-76200-515340-00000000-	261274	FOR WWTP DRYING BEDS Q2 (BLANKET)	90009811	1/27/2026	589.41
	Total Paid by Vendor					**4,064.82**
PRO-AIR SERVICES INC	6000-76-76370-513010-00000000-	103275	POP 1/14/26-1/21/26 GOOSE CREEK-SERVICE UNIT	90009813	1/27/2026	1,493.00
	Total Paid by Vendor					**1,493.00**
REGIONS BANK	6000-00-00000-602000-DE2014AX-	DEBT 2/1/26	DEBT SERVICE PAYMENT DUE 2/1/25 - 14A/25A/25B	110120	1/30/2026	117,875.00
	6000-00-00000-460100-00000000-	DEBT 2/1/26	DEBT SERVICE PAYMENT DUE 2/1/25 - 14A/25A/25B	110120	1/30/2026	-286.54
	Total Paid by Vendor					**117,588.46**
RELIABILITY POINT LLC	6000-76-76200-515340-00000000-	18600	POP 1/14/26 PE 3410 TVI REPAIR	109944	1/20/2026	2,795.07
	Total Paid by Vendor					**2,795.07**
RUBBER AND GASKET COMPANY OF AMERICA INC (RGA)	6000-76-76200-515340-00000000-	N67395-001	STOCK (NON-INVENTORY)	110214	2/3/2026	587.44
	Total Paid by Vendor					**587.44**
SAFETY KLEEN SYSTEMS INC	6000-76-76200-515340-00000000-	98963882	POP 1/12/26 PARTS WASHER TVI/MTN BAY	110216	2/3/2026	596.81
	Total Paid by Vendor					**596.81**
SCOTT LIGHTING SUPPLY CO	6000-76-76110-513010-00000000-	135704	MAINTENANCE SHOP	90009896	2/3/2026	130.48
	Total Paid by Vendor					**130.48**
T & V CLEANING SERVICES, LLC	6000-76-76100-515370-00000000-	035	POP 1/1/26-1/31/26 WPC JANITORIAL SVCS	90009902	2/3/2026	2,059.33
	Total Paid by Vendor					**2,059.33**
THE DYCHO COMPANY INC	6000-76-76110-515060-00000000-	108279	PL5 & PL6 SPLIT LOAD	90009904	2/3/2026	2,224.00
	6000-76-76110-515060-00000000-	108280	PL5 & PL6 SPLIT LOAD	90009904	2/3/2026	4,795.50
	Total Paid by Vendor					**7,019.50**
TOWN OF TRIANA	6000-76-76260-515700-00000000-	105122925	POP 12/29/25 UTILITIES	109960	1/20/2026	65.00
	6000-76-76260-515700-00000000-	355-12/29/25	POP 12/29/25 UTILITIES	110103	1/27/2026	112.60
	Total Paid by Vendor					**177.60**
TRACTOR & EQUIPMENT CO	6000-76-76110-513030-00000000-	W04168	POP 10/16/25-10/20/25 R & M FOR EQ#050530	110234	2/3/2026	2,527.23
	Total Paid by Vendor					**2,527.23**
TRI COUNTY SHOES INCORPORATED	6000-76-76100-515670-00000000-	758ST1-3309825	WPC FY26 SAFETY TOE FOOTWEAR Q2 (BLANKET)	90009747	1/20/2026	175.00
	6000-76-76100-515670-00000000-	758ST1-3473789	WPC FY26 SAFETY TOE FOOTWEAR Q2 (BLANKET)	90009891	2/3/2026	175.00
	Total Paid by Vendor					**350.00**
ULINE INC	6000-00-00000-140100-00000000-	202689010	INVENTORY RESTOCK	109962	1/20/2026	564.00
	6000-76-76110-515340-00000000-	202689010	INVENTORY RESTOCK	109962	1/20/2026	70.62
	6000-76-76200-515340-00000000-	203193071	JANITORIAL STOCK SUPPLIES (NON-INVENTORY_	110237	2/3/2026	1,192.94
	6000-76-76200-515340-00000000-	203193072	CLEANER FOR PUMPS @ MONTE SANO	110237	2/3/2026	631.05
	Total Paid by Vendor					**2,458.61**
USA BLUEBOOK	6000-76-76200-515340-00000000-	INV00883932	LAB SUPPLIES	109964	1/20/2026	3,249.90
	6000-76-76200-515340-00000000-	INV00885446	STOCK	110238	2/3/2026	453.81
	6000-76-76200-515340-00000000-	INV00899066	STOCK	110238	2/3/2026	67.44

		6000-76-76200-515340-00000000-	INV00896692	STOCK	110238	2/3/2026	260.48
		6000-76-76200-515340-00000000-	INV00941456	NEEDED FOR PL 5 & 6	110238	2/3/2026	240.37
		Total Paid by Vendor					**4,272.00**
	VULCAN MATERIALS CO	6000-76-76300-516030-00000000-	5425646	POINT REPAIR Q2 (BLANKET)	90009761	1/20/2026	577.44
		6000-76-76300-516030-00000000-	5424822	POINT REPAIR Q2 (BLANKET)	90009761	1/20/2026	1,202.40
		6000-76-76300-516030-00000000-	5424652	POINT REPAIR Q2 (BLANKET)	90009761	1/20/2026	821.85
		6000-76-76300-516030-00000000-	5462857	POINT REPAIR Q2 (BLANKET)	90009829	1/27/2026	1,798.17
		6000-76-76200-513040-00000000-	5463696	PLANTS Q2 (BLANKET)	90009829	1/27/2026	597.84
		6000-76-76200-513040-00000000-	5471556	PLANTS Q2 (BLANKET)	90009829	1/27/2026	549.12
		6000-76-76300-516030-00000000-	5471465	POINT REPAIR Q2 (BLANKET)	90009829	1/27/2026	702.81
		6000-76-76300-516030-00000000-	5471393	POINT REPAIR Q2 (BLANKET)	90009829	1/27/2026	582.24
		6000-76-76300-516030-00000000-	5471334	POINT REPAIR Q2 (BLANKET)	90009829	1/27/2026	225.72
		6000-76-76300-516030-00000000-	5471322	POINT REPAIR Q2 (BLANKET)	90009829	1/27/2026	572.88
		6000-76-76300-516030-00000000-	5389309A	POINT REPAIR Q2 (BLANKET)	90009829	1/27/2026	1,238.36
		6000-76-76300-516030-00000000-	5505107	POINT REPAIR Q2 (BLANKET)	90009911	2/3/2026	393.58
		6000-76-76300-516030-00000000-	5505160	POINT REPAIR Q2 (BLANKET)	90009911	2/3/2026	1,521.15
		6000-76-76200-513040-00000000-	5506267	PLANTS Q2 (BLANKET)	90009911	2/3/2026	222.09
		6000-76-76300-516030-00000000-	5521021	POINT REPAIR Q2 (BLANKET)	90009911	2/3/2026	588.96
		6000-76-76200-513040-00000000-	5520831	PLANTS Q2 (BLANKET)	90009911	2/3/2026	1,112.76
		Total Paid by Vendor					**12,707.37**
	WAR PARTS AND EQUIPMENT	6000-76-76110-513030-00000000-	15481	R & M FOR KOMATSU PC35MR-2	110243	2/3/2026	189.50
		Total Paid by Vendor					**189.50**
	WINSUPPLY HUNTSVILLE AL CO.	6000-76-76200-515340-00000000-	095451 01	WPC PLUMBING SUPPLIES Q2 (BLANKET)	110245	2/3/2026	7.52
		Total Paid by Vendor					**7.52**
	WOODY ANDERSON FORD INC	6000-76-76110-513030-00000000-	16551910	POP 11/18/25-1/7/26 R & M OF EQ# 021747	109969	1/20/2026	5,407.56
		6000-76-76110-513030-00000000-	16556684	POP 1/9/26-1/20/26 R & M FOR EQ# 021726	110114	1/27/2026	1,989.30
		6000-76-76110-513030-00000000-	16557743	CM FOR 16556684 R & M FOR EQ# 021726	110114	1/27/2026	-92.68
		Total Paid by Vendor					**7,304.18**
	Total by Fund 6000						**1,256,835.38**
6010	CORA INC	6010-76-00000-526000-00000000-	462410	POP 10/1/25-12/31/25 EM PLUMBING REPAIRS	90009810	1/27/2026	33,109.97
		6010-76-00000-526000-00000000-	462605	POP:12/26/25 EM PLUMBING REPAIRS	90009810	1/27/2026	1,880.00
		6010-76-00000-526000-00000000-	462404	POP:12/10/25-12/17/25 EM PLUMBING REPAIRS	90009810	1/27/2026	20,412.83
		6010-76-00000-526000-00000000-	462762	POP:01/14/26 EM PLUMBING REPAIRS	90009810	1/27/2026	448.28
		6010-76-00000-526000-00000000-	462570	POP 1/24/26 EM PLUMBING REPAIRS	90009885	2/3/2026	110.00
		6010-76-00000-526000-00000000-	462571	POP 1/26/26 EM PLUMBING REPAIRS	90009885	2/3/2026	110.00
		6010-76-00000-526000-00000000-	462628	POP 1/23/26 EM PLUMBING REPAIRS	90009885	2/3/2026	165.00
		6010-76-00000-526000-00000000-	462945	POP 1/20/26 EM PLUMBING REPAIRS	90009885	2/3/2026	1,242.74
		6010-76-00000-526000-00000000-	462946	POP 12/10/25 EM PLUMBING REPAIRS	90009885	2/3/2026	675.00
		6010-76-00000-526000-00000000-	463231	POP 1/21/26EM PLUMBING REPAIRS	90009885	2/3/2026	750.00
		Total Paid by Vendor					**58,903.82**
	GARVER LLC	6010-76-00000-526000-00000000-	2500316-6	POP:12/13/25-01/09/26LAND SURVEYING -SS MH MAPPING	90009866	2/3/2026	5,400.00
		6010-76-00000-526000-00000000-	2502202-3	POP:11/15/25-01/09/26 CONSTRUCTION OBS SVCS CONT 1	90009866	2/3/2026	34,690.00
		Total Paid by Vendor					**40,090.00**
	WEAVER ENVIRONMENTAL SERVICES INC	6010-76-00000-526000-00000000-	APPL#4 SPARKMAN	#4, POP:12/19/25-01/14/26 EMERGENCY MANHOLE REHAB	109966	1/20/2026	52,917.28
		Total Paid by Vendor					**52,917.28**
	Total by Fund 6010						**151,911.10**
6020	APPLIED INDUSTRIAL TECHNOLOGIES	6020-76-00000-526000-00000000-	7033539050	PL6 DITCH GEAR BOX	109878	1/20/2026	7,101.14
		Total Paid by Vendor					**7,101.14**
	CRAWFORD ELECTRIC SUPPLY COMPANY LLC	6020-76-00000-526000-00000000-	S014785775.001	WILLOWBROOK/MCMULLEN COVE PS(EXEMPT)	90009710	1/20/2026	20,497.72
		6020-76-00000-526000-00000000-	S014785775.002	WILLOWBROOK/MCMULLEN COVE PS(EXEMPT)	90009784	1/27/2026	1,430.63
		6020-76-00000-526000-00000000-	S014785775.003	WILLOWBROOK/MCMULLEN COVE PS(EXEMPT)	90009784	1/27/2026	5,241.17
		6020-76-00000-526000-00000000-	S014810466.001	PLC PARTS (EXEMPT)	90009784	1/27/2026	12,464.97
		6020-76-00000-526000-00000000-	S014810466.003	PLC PARTS (EXEMPT)	90009856	2/3/2026	4,498.48
		6020-76-00000-526000-00000000-	S014810466.002	PLC PARTS (EXEMPT)	90009856	2/3/2026	1,827.14
		Total Paid by Vendor					**45,960.11**
	GRAYBAR ELECTRIC COMPANY	6020-76-00000-526000-00000000-	9351648941	PL1 BLOWERS	109904	1/20/2026	2,463.20
		6020-76-00000-526000-00000000-	9351680484	PL1 BLOWERS	109904	1/20/2026	1,780.50
		6020-76-00000-526000-00000000-	9351698974	PL1 BLOWERS	109904	1/20/2026	418.17
		6020-76-00000-526000-00000000-	9351698958	VARIOUS PUMP STATIONS	110026	1/27/2026	9,904.50
		6020-76-00000-526000-00000000-	9351711765	VARIOUS PUMP STATIONS	110026	1/27/2026	1,851.00
		6020-76-00000-526000-00000000-	9351711781	PL1 BLOWERS	110026	1/27/2026	5,175.03

		6020-76-00000-526000-00000000-	9351743002	WILLOWBROOK PS	110026	1/27/2026	5,163.32
		6020-76-00000-526000-00000000-	9351779734	WILLOWBROOK PS	110026	1/27/2026	179.94
		6020-76-00000-526000-00000000-	9351812613	WILLOWBROOK PS	110026	1/27/2026	24.76
		6020-76-00000-526000-00000000-	9351795613	WILLOWBROOK PS	110026	1/27/2026	1,706.34
		6020-76-00000-526000-00000000-	9351795597	SCADA	110026	1/27/2026	493.00
		6020-76-00000-526000-00000000-	9351812593	SCADA	110026	1/27/2026	2,792.60
		6020-76-00000-526000-00000000-	9351835208	SCADA	110166	2/3/2026	533.05
		6020-76-00000-526000-00000000-	9351855239	SCADA	110166	2/3/2026	5,329.05
		6020-76-00000-526000-00000000-	9351871074	SCADA	110166	2/3/2026	23.78
		6020-76-00000-526000-00000000-	9351889966	SCADA	110166	2/3/2026	214.00
		6020-76-00000-526000-00000000-	9351889956	WILLOWBROOK PS	110166	2/3/2026	1,019.59
		Total Paid by Vendor					**39,071.83**
	HYDRA SERVICE INC	6020-76-00000-526000-00000000-	194949	POP: 06/30/25 -01/12/26-REPAIRS -BOB WALLACE PS	90009799	1/27/2026	49,993.29
		6020-76-00000-526000-00000000-	194903	POP: 12/16/25- 01/13/26 -REPAIRS, PL1A DIGESTER	90009799	1/27/2026	10,654.00
		6020-76-00000-526000-00000000-	195244	POP: 11/01/25-01/19/26-TAYLOR RD LS, REPAIR	90009799	1/27/2026	17,836.55
		6020-76-00000-526000-00000000-	195288	POP: 12/28/25-01/15/26 - PL1A DIGESTER (EXEMPT)	90009874	2/3/2026	2,056.00
		Total Paid by Vendor					**80,539.84**
	UNITED CONTROLS CORPORATION	6020-76-00000-526000-00000000-	5209	PERIMETER PARK LS ENCLOSURE	109963	1/20/2026	1,932.00
		6020-76-00000-526000-00000000-	5210	PERIMETER PARK LS CONTROL PANEL	109963	1/20/2026	6,086.00
		6020-76-00000-526000-00000000-	5213	POP 11/21/25-1/21/26 REDSTONE LS UPGRADE	110105	1/27/2026	12,841.00
		6020-76-00000-526000-00000000-	5214	POP 11/21/25-1/21/26 REDSTONE LS UPGRADE	110105	1/27/2026	2,783.00
		6020-76-00000-526000-00000000-	5215	POP 11/21/25-1/21/26 FISHER LS UPGRADE	110105	1/27/2026	12,841.00
		6020-76-00000-526000-00000000-	5216	POP 11/21/25-1/21/26 FISHER LS UPGRADE	110105	1/27/2026	2,783.00
		Total Paid by Vendor					**39,266.00**
	Total by Fund 6020						**211,938.92**
6030	CORA INC	6030-71-00000-526000-00000000-	462967	POP 1/14/26 PUMPING-ENGINEERING	90009739	1/20/2026	4,375.00
		6030-71-00000-526000-00000000-	462965	POP 1/12/26 PUMPING-ENGINEERING	90009739	1/20/2026	3,500.00
		6030-71-00000-526000-00000000-	462962	POP 1/11/26 PUMPING-ENGINEERING	90009739	1/20/2026	3,500.00
		6030-71-00000-526000-00000000-	462940	POP 1/13/26 PUMPING-ENGINEERING	90009739	1/20/2026	4,550.00
		6030-71-00000-526000-00000000-	462911	POP 1/9/26 PUMPING-ENGINEERING	90009739	1/20/2026	4,025.00
		6030-71-00000-526000-00000000-	462420	POP 1/21/26 PUMPING-ENGINEERING	90009810	1/27/2026	4,375.00
		6030-71-00000-526000-00000000-	462942	POP 1/20/26 PUMPING-ENGINEERING	90009810	1/27/2026	2,625.00
		6030-71-00000-526000-00000000-	462980	POP 1/16/26 PUMPING-ENGINEERING	90009810	1/27/2026	4,375.00
		6030-71-00000-526000-00000000-	463039	POP 1/18/26 PUMPING-ENGINEERING	90009810	1/27/2026	3,937.50
		6030-71-00000-526000-00000000-	463042	POP 1/19/26 PUMPING-ENGINEERING	90009810	1/27/2026	3,500.00
		6030-71-00000-526000-00000000-	463072	POP 1/21/26 PUMPING-ENGINEERING	90009810	1/27/2026	2,275.00
		6030-71-00000-526000-00000000-	462943	POP 1/27/26 PUMPING-ENGINEERING	90009885	2/3/2026	3,500.00
		6030-71-00000-526000-00000000-	462944	POP 1/29/26 PUMPING-ENGINEERING	90009885	2/3/2026	3,500.00
		6030-71-00000-526000-00000000-	463099	POP1/28/26 PUMPING-ENGINEERING	90009885	2/3/2026	5,250.00
		6030-71-00000-526000-00000000-	463158	POP 1/25/26 PUMPING-ENGINEERING	90009885	2/3/2026	5,250.00
		6030-71-00000-526000-00000000-	463161	POP 1/26/26 PUMPING-ENGINEERING	90009885	2/3/2026	2,625.00
		Total Paid by Vendor					**61,162.50**
	CORE & MAIN LP	6030-71-00000-526000-00000000-	Y341368	OLD HWY 20 GRAVITY EXTENSION PROJECT	90009782	1/27/2026	6,207.60
		6030-71-00000-526000-00000000-	Y341395	OLD HWY 20 GRAVITY EXTENSION PROJECT	90009855	2/3/2026	9,793.30
		6030-71-00000-526000-00000000-	Y430398	OLD HWY 20 GRAVITY EXTENSION PROJECT	90009855	2/3/2026	7,973.30
		6030-71-00000-526000-00000000-	Y430390	OLD HWY 20 GRAVITY EXTENSION PROJECT	90009855	2/3/2026	3,466.66
		Total Paid by Vendor					**27,440.86**
	HYDRA SERVICE INC	6030-71-00000-526000-00000000-	195054	KNOTTY WALLS (EXEMPT)	90009799	1/27/2026	54,148.00
		Total Paid by Vendor					**54,148.00**
	LANIER FORD SHAVER & PAYNE PC	6030-71-00000-526000-00000000-	272765	POP: 12/01/25-12/31/25-LEGAL SVCS VARIOUS PROJECTS	90009802	1/27/2026	5,901.40
		Total Paid by Vendor					**5,901.40**
	MCCORD CONSTRUCTION	6030-00-00000-220400-00000000-	2384	25409 - MOHAWK PHASE 3 FINAL RETAINAGE	90009805	1/27/2026	972.35
		Total Paid by Vendor					**972.35**
	PENHALL COMPANY	6030-71-00000-526000-00000000-	256669	POP 1/7/26 VARIOUS ENG PROJECTS	109930	1/20/2026	680.00
		6030-71-00000-526000-00000000-	257246	POP 1/13/26-1/16/26 VARIOUS ENG PROJECTS	110192	2/3/2026	4,080.00
		Total Paid by Vendor					**4,760.00**
	UNITED RENTALS NORTH AMERICA INC	6030-71-00000-526000-00000000-	253708816-004	POP 12/25/25-1/21/26 VARIOUS ENG PROJ	110106	1/27/2026	4,366.00
		Total Paid by Vendor					**4,366.00**
	Total by Fund 6030						**158,751.11**
6040	GARVER LLC	6040-71-00000-526000-00000000-	2500349-8	POP:12/12/25-01/09/26-I-565 FORCE MAIN RELOCATION	90009792	1/27/2026	20,773.00
		Total Paid by Vendor					**20,773.00**

	LANIER FORD SHAVER & PAYNE PC	6040-71-00000-526000-00000000-	272746	POP: 12/01/25-12/31/25 -LEGAL SERVICES	90009735	1/20/2026	84.00
	Total Paid by Vendor						**84.00**
	Total by Fund 6040						**20,857.00**
6051	GARNEY COMPANIES INC	6051-76-00000-526000-00000000-	APPL# 2 MRSVLE SS	#2, POP: 12/01/25-12/31/25 MOORESVILLE SANI SEWER	90009791	1/27/2026	1,653,472.50
	Total Paid by Vendor						**1,653,472.50**
	Total by Fund 6051						**1,653,472.50**
6200	ALL SHARPE INC	6200-55-55200-513030-00000000-	51611	COM TX 011226/51611	109872	1/20/2026	140.00
		6200-55-55200-513030-00000000-	51611	COM TX 011226/51611	109872	1/20/2026	25.00
		6200-55-55200-513030-00000000-	51615	COM TX 011226/51615	109872	1/20/2026	120.00
		Total Paid by Vendor					**285.00**
	AMAZON CAPITAL SERVICES INC	6200-55-55200-515340-00000000-	1DQJ-P44D-M7FV	MISC SUPPLIES FOR SANITATION	90009699	1/20/2026	833.14
		6200-55-55200-515340-00000000-	1179-RLDR-X4K3	MISC SUPPLIES FOR SANITATION	90009699	1/20/2026	382.12
		6200-55-55200-515340-00000000-	11JL-4RWD-6HQH	MISC SUPPLIES FOR SANITATION	90009769	1/27/2026	744.34
		6200-55-55200-515340-00000000-	1GF4-TMPV-LFKY	MISC SUPPLIES FOR SANITATION	90009769	1/27/2026	77.97
		Total Paid by Vendor					**2,037.57**
	DUTCH OIL COMPANY	6200-55-55200-514010-00000000-	CFN-47670	FUELING TRANS DATED 011226	90009715	1/20/2026	3,654.81
		6200-55-55200-514010-00000000-	CFN-47685	FUELING TRANS DATED 011326	90009715	1/20/2026	2,414.30
		6200-55-55200-514010-00000000-	CFN-47707	FUELING TRANS DATED 011426	90009715	1/20/2026	3,416.36
		6200-55-55200-514010-00000000-	CFN-47723	FUELING TRANS DATED 011526	90009715	1/20/2026	2,433.94
		6200-55-55200-514010-00000000-	CFN-47890	FUELING TRANS DATED 012026	90009785	1/27/2026	3,541.46
		6200-55-55200-514010-00000000-	CFN-47912	FUELING TRANS DATED 012126	90009785	1/27/2026	3,189.61
		6200-55-55200-514010-00000000-	CFN-47932	FUELING TRANS DATED 012226	90009785	1/27/2026	3,386.40
		6200-55-55200-514010-00000000-	CFN-47951	FUELING TRANS DATED 012326	90009785	1/27/2026	2,769.47
		6200-55-55200-514010-00000000-	CFN-47996	FUELING TRANS DATED 012626	90009785	1/27/2026	2,061.56
		6200-55-55200-514010-00000000-	CFN-48013	FUELING TRANS DATED 012726	90009859	2/3/2026	3,441.05
		6200-55-55200-514010-00000000-	CFN-48035	FUELING TRANS DATED 012826	90009859	2/3/2026	3,214.29
		6200-55-55200-514010-00000000-	CFN-48045	FUELING TRANS DATED 012926	90009859	2/3/2026	2,548.90
		Total Paid by Vendor					**36,072.15**
	FREIGHTLINER OF ARIZONA LLC	6200-55-55200-513030-00000000-	RA380016981:01	COM TX 012126/RA380016981:01	110108	1/27/2026	7,969.20
		6200-55-55200-513030-00000000-	RA380016981:01	COM TX 012126/RA380016981:01	110108	1/27/2026	3,359.90
		6200-55-55200-513030-00000000-	RA380016981:01	COM TX 012126/RA380016981:01	110108	1/27/2026	440.00
		Total Paid by Vendor					**11,769.10**
	JEFFREY S CAMPBELL	6200-55-55200-513030-00000000-	02137	COM TX 011626/02137	109914	1/20/2026	1,110.00
		6200-55-55200-513030-00000000-	02137	COM TX 011626/02137	109914	1/20/2026	46.43
		6200-55-55200-513030-00000000-	02137	COM TX 011626/02137	109914	1/20/2026	45.00
		6200-55-55200-513030-00000000-	02137	COM TX 011626/02137	109914	1/20/2026	18.00
		Total Paid by Vendor					**1,219.43**
	MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	28.38
		6200-55-55200-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	49.10
		6200-55-55200-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	43.80
		6200-55-55200-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	113.17
		6200-55-55200-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	16.53
		6200-55-55200-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	74.61
		6200-55-55200-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	19.39
		6200-55-55200-513030-00000000-	278940	NAPA TRX DATE 011426	109918	1/20/2026	55.05
		6200-55-55200-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	23.98
		6200-55-55200-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	734.16
		6200-55-55200-513030-00000000-	278898	NAPA TRX DATE 011326	109918	1/20/2026	52.50
		6200-55-55200-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	23.98
		6200-55-55200-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	28.38
		6200-55-55200-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	683.52
		6200-55-55200-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	332.92
		6200-55-55200-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	332.92
		6200-55-55200-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	103.43
		6200-55-55200-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	67.28
		6200-55-55200-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	57.43
		6200-55-55200-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	200.75
		6200-55-55200-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	198.61
		6200-55-55200-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	124.76
		6200-55-55200-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	68.00
		6200-55-55200-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	11.37

		6200-55-55200-513030-00000000-	279006	NAPA TRX DATE 011526	109918	1/20/2026	14.85
		6200-55-55200-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	708.85
		6200-55-55200-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	65.00
		6200-55-55200-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	182.89
		6200-55-55200-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	93.66
		6200-55-55200-513030-00000000-	279049	NAPA TRX DATE 011626	109918	1/20/2026	124.04
		6200-55-55200-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	13.78
		6200-55-55200-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	9.54
		6200-55-55200-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	117.38
		6200-55-55200-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	36.00
		6200-55-55200-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	14.11
		6200-55-55200-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	12.41
		6200-55-55200-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	11.00
		6200-55-55200-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	506.46
		6200-55-55200-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	36.00
		6200-55-55200-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	12.41
		6200-55-55200-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	14.11
		6200-55-55200-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	33.60
		6200-55-55200-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	70.60
		6200-55-55200-513030-00000000-	279111	NAPA TRX DATE 012126	110051	1/27/2026	51.60
		6200-55-55200-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	23.98
		6200-55-55200-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	23.98
		6200-55-55200-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	7,578.43
		6200-55-55200-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	575.87
		6200-55-55200-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	47.18
		6200-55-55200-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	482.05
		6200-55-55200-513030-00000000-	279196	NAPA TRX DATE 012226	110051	1/27/2026	535.00
		6200-55-55200-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	172.06
		6200-55-55200-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	497.61
		6200-55-55200-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	82.08
		6200-55-55200-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	336.11
		6200-55-55200-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	51.22
		6200-55-55200-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	54.00
		6200-55-55200-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	3.35
		6200-55-55200-513030-00000000-	279241	NAPA TRX DATE 012326	110051	1/27/2026	7.05
		6200-55-55200-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	23.98
		6200-55-55200-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	1,316.46
		6200-55-55200-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	20.00
		6200-55-55200-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	718.94
		6200-55-55200-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	21.60
		6200-55-55200-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	28.22
		6200-55-55200-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	45.54
		6200-55-55200-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	8.37
		6200-55-55200-513030-00000000-	279281	NAPA TRX DATE 012726	110186	2/3/2026	55.23
		6200-55-55200-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	64.80
		6200-55-55200-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	28.22
		6200-55-55200-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	24.82
		6200-55-55200-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	11.26
		6200-55-55200-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	19.32
		6200-55-55200-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	14.05
		6200-55-55200-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	262.02
		6200-55-55200-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	615.39
		6200-55-55200-513030-00000000-	279324	NAPA TRX DATE 012826	110186	2/3/2026	131.01
		6200-55-55200-514010-00000000-	279094	FY26- Q2 VARIOUS FLUIDS, AUTO (BLANKET)	110186	2/3/2026	428.85
		6200-55-55200-514010-00000000-	279209	FY26- Q2 VARIOUS FLUIDS, AUTO (BLANKET)	110186	2/3/2026	54.04
		6200-55-55200-514010-00000000-	279095	FY26 Q2 FLUIDS FOR STOCK (BLANKET)	110186	2/3/2026	1,675.12
		6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	5.94
		6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	94.19
		6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	118.28
		6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	60.72
		6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	9.38

	6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	72.00
	6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	24.82
	6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	1.80
	6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	1.80
	6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	153.19
	6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	7.05
	6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	7,579.10
	6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	30.00
	6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	8.37
	6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	28.38
	6200-55-55200-513030-00000000-	279387	NAPA TRX DATE 012926	110186	2/3/2026	55.23
	6200-55-55200-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	16.53
	6200-55-55200-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	63.52
	6200-55-55200-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	43.06
	6200-55-55200-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	74.61
	6200-55-55200-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	5.14
	6200-55-55200-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	19.64
	6200-55-55200-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	1,101.24
	6200-55-55200-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	139.10
	6200-55-55200-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	65.70
	6200-55-55200-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	433.53
	6200-55-55200-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	17.33
	6200-55-55200-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	1.85
	6200-55-55200-513030-00000000-	279430	NAPA TRX DATE 013026	110186	2/3/2026	13.95
	6200-55-55200-513030-00000000-	279453	NAPA TRX DATE 020226	110186	2/3/2026	607.50
	Total Paid by Vendor					**32,462.47**
PREMIER ON SITE FLEET SERVICES	6200-55-55200-513030-00000000-	35211	COM TX 011326/35211	90009743	1/20/2026	249.95
	6200-55-55200-513030-00000000-	35211	COM TX 011326/35211	90009743	1/20/2026	338.94
	6200-55-55200-513030-00000000-	35212	COM TX 011326/35212	90009743	1/20/2026	289.95
	6200-55-55200-513030-00000000-	35212	COM TX 011326/35212	90009743	1/20/2026	493.90
	6200-55-55200-513030-00000000-	35233	COM TX 011526/35233	90009743	1/20/2026	289.95
	6200-55-55200-513030-00000000-	35233	COM TX 011526/35233	90009743	1/20/2026	736.02
	6200-55-55200-513030-00000000-	35234	COM TX 011526/35234	90009743	1/20/2026	289.95
	6200-55-55200-513030-00000000-	35234	COM TX 011526/35234	90009743	1/20/2026	493.90
	6200-55-55200-513030-00000000-	35235	COM TX 011526/35235	90009743	1/20/2026	289.95
	6200-55-55200-513030-00000000-	35235	COM TX 011526/35235	90009743	1/20/2026	493.90
	6200-55-55200-513030-00000000-	35236	COM TX 011526/35236	90009743	1/20/2026	289.95
	6200-55-55200-513030-00000000-	35236	COM TX 011526/35236	90009743	1/20/2026	782.33
	6200-55-55200-513030-00000000-	35237	COM TX 011526/35237	90009743	1/20/2026	289.95
	6200-55-55200-513030-00000000-	35237	COM TX 011526/35237	90009743	1/20/2026	548.45
	6200-55-55200-513030-00000000-	35238	COM TX 011526/35238	90009743	1/20/2026	249.95
	6200-55-55200-513030-00000000-	35238	COM TX 011526/35238	90009743	1/20/2026	572.82
	Total Paid by Vendor					**6,699.86**
REPUBLIC SERVICES INC	6200-55-55200-515730-00000000-	0979-001186894B	POP:11/01/25-11/30/25 CITY DUMPSTERS	109945	1/20/2026	2,695.00
	6200-55-55200-515730-00000000-	0979-001186894B	POP:11/01/25-11/30/25 CITY DUMPSTERS	109945	1/20/2026	-323.05
	6200-55-55200-515730-00000000-	0979-001199039	POP:12/01/25-12/31/25 CITY DUMPSTERS	109945	1/20/2026	2,695.00
	Total Paid by Vendor					**5,066.95**
S & S FIRESTONE INC	6200-55-55200-513030-00000000-	4230028240	COM TX 011226/4230028240	90009702	1/20/2026	85.00
	6200-55-55200-513030-00000000-	4230028240	COM TX 011226/4230028240	90009702	1/20/2026	28.00
	6200-55-55200-513030-00000000-	4230028240	COM TX 011226/4230028240	90009702	1/20/2026	33.00
	6200-55-55200-513030-00000000-	4230028244	COM TX 011226/4230028244	90009702	1/20/2026	85.00
	6200-55-55200-513030-00000000-	4230028244	COM TX 011226/4230028244	90009702	1/20/2026	56.00
	6200-55-55200-513030-00000000-	4230028245	COM TX 011226/4230028245	90009702	1/20/2026	85.00
	6200-55-55200-513030-00000000-	4230028245	COM TX 011226/4230028245	90009702	1/20/2026	33.00
	6200-55-55200-513030-00000000-	4230028310	COM TX 011226/4230028310	90009702	1/20/2026	85.00
	6200-55-55200-513030-00000000-	4230028310	COM TX 011226/4230028310	90009702	1/20/2026	56.00
	6200-55-55200-513030-00000000-	4230028311	COM TX 011226/4230028311	90009702	1/20/2026	85.00
	6200-55-55200-513030-00000000-	4230028311	COM TX 011226/4230028311	90009702	1/20/2026	38.00
	6200-55-55200-513030-00000000-	4230028312	COM TX 011226/4230028312	90009702	1/20/2026	33.00
	6200-55-55200-513030-00000000-	4230028315	COM TX 011226/4230028315	90009702	1/20/2026	85.00
	6200-55-55200-513030-00000000-	4230028315	COM TX 011226/4230028315	90009702	1/20/2026	33.00

	6200-55-55200-513030-00000000-	4230028316	COM TX 011226/4230028316	90009702	1/20/2026	112.00
	6200-55-55200-513030-00000000-	4230028317	COM TX 011226/4230028317	90009702	1/20/2026	85.00
	6200-55-55200-513030-00000000-	4230028317	COM TX 011226/4230028317	90009702	1/20/2026	33.00
	6200-55-55200-513030-00000000-	4230028318	COM TX 011226/4230028318	90009702	1/20/2026	85.00
	6200-55-55200-513030-00000000-	4230028318	COM TX 011226/4230028318	90009702	1/20/2026	38.00
	6200-55-55200-513030-00000000-	4230028347	COM TX 011226/4230028347	90009702	1/20/2026	85.00
	6200-55-55200-513030-00000000-	4230028347	COM TX 011226/4230028347	90009702	1/20/2026	56.00
	6200-55-55200-513030-00000000-	4230028348	COM TX 011226/4230028348	90009702	1/20/2026	28.00
	6200-55-55200-513030-00000000-	4230028349	COM TX 011226/4230028349	90009702	1/20/2026	56.00
	6200-55-55200-513030-00000000-	4230028431	COM TX 011526/4230028431	90009702	1/20/2026	85.00
	6200-55-55200-513030-00000000-	4230028431	COM TX 011526/4230028431	90009702	1/20/2026	33.00
	6200-55-55200-513030-00000000-	4230028432	COM TX 011526/4230028432	90009702	1/20/2026	85.00
	6200-55-55200-513030-00000000-	4230028432	COM TX 011526/4230028432	90009702	1/20/2026	112.00
	6200-55-55200-513030-00000000-	4230028662	COM TX 012726/4230028662	90009846	2/3/2026	85.00
	6200-55-55200-513030-00000000-	4230028662	COM TX 012726/4230028662	90009846	2/3/2026	56.00
	6200-55-55200-513030-00000000-	4230028662	COM TX 012726/4230028662	90009846	2/3/2026	724.50
	6200-55-55200-513030-00000000-	4230028685	COM TX 012726/4230028685	90009846	2/3/2026	85.00
	6200-55-55200-513030-00000000-	4230028685	COM TX 012726/4230028685	90009846	2/3/2026	33.00
	6200-55-55200-513030-00000000-	4230028687	COM TX 012726/4230028687	90009846	2/3/2026	85.00
	6200-55-55200-513030-00000000-	4230028687	COM TX 012726/4230028687	90009846	2/3/2026	33.00
	6200-55-55200-513030-00000000-	4230028688	COM TX 012726/4230028688	90009846	2/3/2026	33.00
	6200-55-55200-513030-00000000-	4230028733	COM TX 012726/4230028733	90009846	2/3/2026	28.00
	6200-55-55200-513030-00000000-	4230028733	COM TX 012726/4230028733	90009846	2/3/2026	33.00
	6200-55-55200-513030-00000000-	4230028734	COM TX 012726/4230028734	90009846	2/3/2026	76.00
	6200-55-55200-513030-00000000-	4230028735	COM TX 012726/4230028735	90009846	2/3/2026	56.00
	6200-55-55200-513030-00000000-	4230028736	COM TX 012726/4230028736	90009846	2/3/2026	76.00
	6200-55-55200-513030-00000000-	4230028736	COM TX 012726/4230028736	90009846	2/3/2026	112.00
	6200-55-55200-513030-00000000-	4230028737	COM TX 012726/4230028737	90009846	2/3/2026	85.00
	6200-55-55200-513030-00000000-	4230028737	COM TX 012726/4230028737	90009846	2/3/2026	28.00
	6200-55-55200-513030-00000000-	4230028738	COM TX 012726/4230028738	90009846	2/3/2026	112.00
	6200-55-55200-513030-00000000-	4230028739	COM TX 012726/4230028739	90009846	2/3/2026	56.00
	6200-55-55200-513030-00000000-	4230028740	COM TX 012726/4230028740	90009846	2/3/2026	56.00
	6200-55-55200-513030-00000000-	4230028741	COM TX 012726/4230028741	90009846	2/3/2026	28.00
	6200-55-55200-513030-00000000-	4230028742	COM TX 012726/4230028742	90009846	2/3/2026	38.00
	6200-55-55200-513030-00000000-	4230028743	COM TX 012726/4230028743	90009846	2/3/2026	76.00
	6200-55-55200-513030-00000000-	4230028744	COM TX 012726/4230028744	90009846	2/3/2026	56.00
	6200-55-55200-513030-00000000-	4230028745	COM TX 012726/4230028745	90009846	2/3/2026	33.00
	6200-55-55200-513030-00000000-	4230028746	COM TX 012726/4230028746	90009846	2/3/2026	33.00
	6200-55-55200-513030-00000000-	4230028747	COM TX 012726/4230028747	90009846	2/3/2026	56.00
	6200-55-55200-513030-00000000-	4230028751	COM TX 012726/4230028751	90009846	2/3/2026	85.00
	6200-55-55200-513030-00000000-	4230028751	COM TX 012726/4230028751	90009846	2/3/2026	76.00
	6200-55-55200-513030-00000000-	4230028751	COM TX 012726/4230028751	90009846	2/3/2026	1,210.68
	6200-55-55200-513030-00000000-	4230028797	COM TX 012726/4230028797	90009846	2/3/2026	85.00
	6200-55-55200-513030-00000000-	4230028797	COM TX 012726/4230028797	90009846	2/3/2026	56.00
	6200-55-55200-513030-00000000-	4230028800	COM TX 012726/4230028800	90009846	2/3/2026	85.00
	6200-55-55200-513030-00000000-	4230028800	COM TX 012726/4230028800	90009846	2/3/2026	99.00
	Total Paid by Vendor					**5,582.18**
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	6200-55-55200-513030-00000000-	32555	COM TX 011626/32555	90009751	1/20/2026	661.09
	6200-55-55200-513030-00000000-	32555	COM TX 011626/32555	90009751	1/20/2026	3.96
	6200-55-55200-513030-00000000-	32555	COM TX 011626/32555	90009751	1/20/2026	66.01
	6200-55-55200-513030-00000000-	32555	COM TX 011626/32555	90009751	1/20/2026	292.50
	Total Paid by Vendor					**1,023.56**
SOUTHLAND INTERNATIONAL TRUCKS INC	6200-55-55200-513030-00000000-	08HW818120	COM TX 011226/08HW818120	109956	1/20/2026	106.84
	6200-55-55200-513030-00000000-	08HW818120	COM TX 011226/08HW818120	109956	1/20/2026	1,845.00
	6200-55-55200-513030-00000000-	08HW818120	COM TX 011226/08HW818120	109956	1/20/2026	184.50
	Total Paid by Vendor					**2,136.34**
TENNESSEE VALLEY FENCE INC	6200-55-55200-513030-00000000-	32002	COM TX 011626/32002	90009756	1/20/2026	660.00
	6200-55-55200-513030-00000000-	35000	COM TX 011626/35000	90009756	1/20/2026	330.00
	Total Paid by Vendor					**990.00**
TIMOTHY BEVERLY	6200-55-55200-513030-00000000-	45426	COM TX 020226/45426	110138	2/3/2026	150.00
	Total Paid by Vendor					**150.00**

	ULINE INC	6200-55-55200-515340-00000000-	202879092	LOCKERS FOR WOMEN'S RESTROOM	110104	1/27/2026	723.63
		Total Paid by Vendor					**723.63**
	Total by Fund 6200						**106,218.24**
6500	REGIONS BANK	6500-00-00000-633950-TO000000-	DEBT 1/17/26 PBA	DEBT SERVICE PAYMENT DUE 1/17/26 - 2021/22/25PBA	109865	1/20/2026	2,083,248.08
		Total Paid by Vendor					**2,083,248.08**
	Total by Fund 6500						**2,083,248.08**
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-16-00000-517010-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	146,621.48
		7000-16-00000-517015-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	31,673.23
		7000-16-00000-517025-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	478.79
		7000-16-00000-517015-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	560.19
		7000-16-00000-517015-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	-8,428.76
		7000-16-00000-517020-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	15,028.60
		7000-00-00000-425139-00000000-	HEALTH CLMS 1/12-16	POP: 1/12/26-1/16/26 HEALTH CLAIMS	90009703	1/20/2026	-225,338.26
		7000-16-00000-517020-00000000-	GROUP DUE 2/1/26	POP: 2/1/26-3/1/26 GROUP INVOICE	90009704	1/20/2026	13,060.89
		7000-16-00000-517010-00000000-	HEALTH CLMS 1/19-23	POP: 1/19/26-1/23/26 HEALTH CLAIMS	90009777	1/27/2026	62,795.46
		7000-16-00000-517015-00000000-	HEALTH CLMS 1/19-23	POP: 1/19/26-1/23/26 HEALTH CLAIMS	90009777	1/27/2026	15,966.39
		7000-16-00000-517025-00000000-	HEALTH CLMS 1/19-23	POP: 1/19/26-1/23/26 HEALTH CLAIMS	90009777	1/27/2026	15.47
		7000-16-00000-517010-00000000-	HEALTH CLMS 1/26-30	POP: 1/26/26-1/30/26 HEALTH CLAIMS	90009847	2/3/2026	62,105.00
		7000-16-00000-517015-00000000-	HEALTH CLMS 1/26-30	POP: 1/26/26-1/30/26 HEALTH CLAIMS	90009847	2/3/2026	83,278.60
		Total Paid by Vendor					**197,817.08**
	Total by Fund 7000						**197,817.08**
Grand Total							**37,300,710.22**

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-	110210	02/03/2026	020326A	24,750.00	MAHOGANY PROPERTIES LLC
	0001-00-00000-110004-00000000-	110209	02/03/2026	020326A	2,208.00	ZION ARNOLD ALEXANDER
	0001-00-00000-110004-00000000-	110208	02/03/2026	020326A	1,000.00	PHILIP M. DURROUGH
	0001-00-00000-110004-00000000-	110207	02/03/2026	020326A	742.50	KHOLER CONSTRUCTION 26RH
	0001-00-00000-110004-00000000-	110206	02/03/2026	020326A	708.00	JEREMY J. BURNETT
	0001-00-00000-110004-00000000-	110205	02/03/2026	020326A	500.00	JAYVION SLAUGHTER
	0001-00-00000-110004-00000000-	110204	02/03/2026	020326A	500.00	DAMIEN B. THOMPSON
	0001-00-00000-110004-00000000-	110203	02/03/2026	020326A	433.00	ALYSSA BIRT
	0001-00-00000-110004-00000000-	110202	02/03/2026	020326A	300.00	CHANELLE NICOLE GOLDEN
	0001-00-00000-110004-00000000-	110201	02/03/2026	020326A	300.00	LOGAN TYLOR BUNNEY
	0001-00-00000-110004-00000000-	110200	02/03/2026	020326A	300.00	MARIA MICHELLE GUEST
	0001-00-00000-110004-00000000-	110199	02/03/2026	020326A	111.00	MARIA MICHELLE GUEST
	0001-00-00000-110004-00000000-	110198	02/03/2026	020326A	108.00	ELIZABETH ALLISON CRAMPSEY
	0001-00-00000-110004-00000000-	110197	02/03/2026	020326A	75.00	CHRIS HIRSTEIN
	0001-00-00000-110004-00000000-	110085	01/27/2026	012726A	3,900.00	BAT TRAFFIC SOLUTIONS, LLC
	0001-00-00000-110004-00000000-	110084	01/27/2026	012726A	1,300.00	JOSHUA R. PACHECO
	0001-00-00000-110004-00000000-	110083	01/27/2026	012726A	1,000.00	MANRRIQUE LOPEZ
	0001-00-00000-110004-00000000-	110082	01/27/2026	012726A	612.85	VECTOR OF ALABAMA, LLC
	0001-00-00000-110004-00000000-	110081	01/27/2026	012726A	608.00	JULIE ANN WOOD
	0001-00-00000-110004-00000000-	110080	01/27/2026	012726A	378.65	KEENUM SALES GROUP
	0001-00-00000-110004-00000000-	110079	01/27/2026	012726A	256.10	TWENTY TWO PACK MANAGEMENT CORP
	0001-00-00000-110004-00000000-	110078	01/27/2026	012726A	250.00	GEORGE FLOWERS
	0001-00-00000-110004-00000000-	110077	01/27/2026	012726A	214.00	MICHELLE L. BRITT
	0001-00-00000-110004-00000000-	110076	01/27/2026	012726A	208.84	GALLIVANTING WELLNESS
	0001-00-00000-110004-00000000-	110075	01/27/2026	012726A	108.00	LOGAN TYLOR BUNNEY
	0001-00-00000-110004-00000000-	110074	01/27/2026	012726A	100.00	IDEAL SYSTEM SOLUTIONS, INC
	0001-00-00000-110004-00000000-	110073	01/27/2026	012726A	99.32	ALABAMA VISION CENTER THE, LLC
	0001-00-00000-110004-00000000-	110072	01/27/2026	012726A	57.52	OMNI AMERICAN, INC.
	0001-00-00000-110004-00000000-	110071	01/27/2026	012726A	50.00	CHERI DOWNEY
	0001-00-00000-110004-00000000-	110070	01/27/2026	012726A	40.64	4WALL ENTERTAINMENT, INC
	0001-00-00000-110004-00000000-	110069	01/27/2026	012726A	21.88	WILD FOUR SLIMES, LLC
	0001-00-00000-110004-00000000-	110068	01/27/2026	012726A	17.60	LISA K. SHOCKLEY
	0001-00-00000-110004-00000000-	110067	01/27/2026	012726A	14.85	CORE -MARK, LLC
	0001-00-00000-110004-00000000-	110066	01/27/2026	012726A	6.86	BEAN'S, LLC
	0001-00-00000-110004-00000000-	110065	01/27/2026	012726A	2.25	CORE-MARK, LLC
	0001-00-00000-110004-00000000-	109990	01/22/2026	PAYROLL	84,645.00	ARABELLA CAPITAL, LLC
	0001-00-00000-110004-00000000-	109941	01/20/2026	012026A	2,000.00	JAMES A. THOMAS
	0001-00-00000-110004-00000000-	109940	01/20/2026	012026A	1,706.00	PHILIP M. DURROUGH
	0001-00-00000-110004-00000000-	109939	01/20/2026	012026A	1,000.00	DEARION MAKAYAH BENFORD
	0001-00-00000-110004-00000000-	109938	01/20/2026	012026A	750.00	KELLI LEEANNE SMITH
	0001-00-00000-110004-00000000-	109937	01/20/2026	012026A	50.00	FOWLER CABINET COMPANY, INC
	0001-00-00000-110004-00000000-	109936	01/20/2026	012026A	33.00	STEVEN HARRIS
	0001-00-00000-110004-00000000-					
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-00000000-					

PRJ 01/14/26-02/03/26

FUND	0001	(Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels	
Row Labels	**DT FUND**	**01/23/26**	**Grand Total**
101000	1000	$5,034,786.29	$5,034,786.29
101005	1005	($1,625,538.53)	($1,625,538.53)
102000	2000	$225,854.68	$225,854.68
102100	2100	$69,711.86	$69,711.86
103900	3900	$31,697.83	$31,697.83
103910	3910	$63,439.58	$63,439.58
103930	3930	$48,187.84	$48,187.84
106000	6000	$484,898.44	$484,898.44
106200	6200	$398,654.68	$398,654.68
110004	IONS	($4,731,692.67)	($4,731,692.67)
Grand Total		**$0.00**	**($0.00)**

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-119

Department: City Council

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

Ordinance approving appropriations, goods, or services for District 2 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 3020-11-11200-515030-00000000-

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 2 - Little

$5,000.00 - Appropriation to Huntsville City Schools to provide funding for students from The Academy for Science and Foreign Language Middle School's Future City Team to attend a national competition in Washington D.C.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6560

Department: City Council

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

Ordinance approving appropriations, goods, or services for District 2 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 3020-11-11200-515030-00000000-

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 2 - Little

$5,000.00 - Appropriation to Huntsville City Schools to provide funding for students from The Academy for Science and Foreign Language Middle School's Future City Team to attend a national competition in Washington D.C.

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 2 – Little

$5,000.00 – Appropriation to Huntsville City Schools to provide funding for students from The Academy for Science and Foreign Language Middle School's Future City Team to attend a national competition in Washington D.C.

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 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:** 2/12/2026 **File ID:** 2026-120

Department: Finance

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

Ordinance approving appropriations, goods, or services for District 4 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 3020-11-11400-515030-00000000-

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 4 - Kling

$5,000.00 - Appropriation to Huntsville City Schools to provide funding for the Huntsville High School Principal Books Account.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6507

Department: Finance

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

Ordinance approving appropriations, goods, or services for District 4 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 3020-11-11400-515030-00000000-

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 4 - Kling

$5,000.00 - Appropriation to Huntsville City Schools to provide funding for the Huntsville High School Principal Books Account.

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 4 – Kling

$5,000.00 – Appropriation to Huntsville City Schools to provide funding for the Huntsville High School Principal Books Account.

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-121

Department: City Council

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

Ordinance approving appropriations, goods, or services for District 5 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 3020-11-11500-515030-00000000-

City Cost Amount: $ 12,000.00

Total Cost: $ 12,000.00

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 5 - Meredith

$7,000.00 - Appropriation to Global Ties Alabama to provide funding for the Meet the New South program for local university students from Oakwood University, the University of Alabama in Huntsville, and Alabama A&M University.

$5,000.00 - Appropriation to ShowerUp to provide funding to operate mobile shower and laundry trailers around the city of Huntsville.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6562

Department: City Council

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

Ordinance approving appropriations, goods, or services for District 5 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 3020-11-11500-515030-00000000-

City Cost Amount: $ 12,000.00

Total Cost: $ 12,000.00

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 5 - Meredith

$7,000.00 - Appropriation to Global Ties Alabama to provide funding for the Meet the New South program for local university students from Oakwood University, the University of Alabama in Huntsville, and Alabama A&M University.

$5,000.00 - Appropriation to ShowerUp to provide funding to operate mobile shower and laundry trailers around the city of Huntsville.

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 5 – Meredith

$7,000.00 – Appropriation to Global Ties Alabama to provide funding for the Meet the New South program for local university students from Oakwood University, the University of Alabama in Huntsville, and Alabama A&M University.

$5,000.00 – Appropriation to ShowerUp to provide funding to operate mobile shower and laundry trailers around the city of Huntsville.

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 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:** 2/12/2026 **File ID:** 2026-122

Department: City Council

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

Resolution 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. (Nominated on January 22, 2026, Regular Council Meeting)

Resolution No. 26-46

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-6516

Department: City Council

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

Resolution 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. (Nominated on January 22, 2026, Regular Council Meeting)

Resolution No. 26-46

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:** 2/26/2026 **File ID:** 2026-123

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Deputy Chief Michael Johnson to the Alternative Sentencing and Release Commission due to the resignation of Rex Reynolds for the remainder of the vacant term.

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-6532

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Deputy Chief Michael Johnson to the Alternative Sentencing and Release Commission due to the resignation of Rex Reynolds for the remainder of the vacant term.

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, on Alternative Sentencing and Release Commission due to the resignation of Rex Reynolds.

NOW, THEREFORE, BE IT RESOLVED that Deputy Chief Michael Johnson is hereby appointed to fill said vacancy, said appointment to become effective on February 26, 2026.

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:** 2/26/2026 **File ID:** 2026-168

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Brandon Tucker to the Huntsville-Madison County Convention and Visitors Bureau Board of Directors to fill a vacancy due to the resignation of Ernest Young for the remainder of a four (4) year term to expire April 12, 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, on the Huntsville-Madison County Convention and Visitors Bureau Board of Directors, due to the resignation of Ernest Young.

NOW, THEREFORE, BE IT RESOLVED that Brandon Tucker is hereby appointed to fill said vacancy, said partial term appointment to become effective on February 26, 2026, and expiring on April 12, 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:** 2/12/2026 **File ID:** 2026-124

Department: Legal

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

Ordinance authorizing the vacation of a portion of a Utility and Drainage Easement between Lots 3 & 4, Richland Park Subdivision. (Price)

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: 120 & 122 Castle Drive
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:** 2/12/2026 **File ID:** TMP-6503

Department: Legal

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

Ordinance authorizing the vacation of a portion of a Utility and Drainage Easement between Lots 3 & 4, Richland Park Subdivision. (Price)

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: 120 & 122 Castle Drive
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, as follows:

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a utility and drainage easement; that the applicant has represented to the City of Huntsville that **Price Ceiling, Inc.,** is the owner of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

Section 2. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easement hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA)
)
COUNTY OF MADISON)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned **CITY OF HUNTSVILLE**, an Alabama municipal corporation, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars ($10.00) in hand paid by **PRICE CEILING, INC., AN ALABAMA CORPORATION**, hereinafter referred to as Grantee, and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, and convey unto the Grantee, all of the Grantor's right, title, interest and claim in and to the following described real estate situated in the City of Huntsville, County of Madison, State of Alabama, to-wit:

Begin at the northeast corner of Lot 3, Block 1, Richland Park, Second Addition, as recorded by map or plat in the Madison County, Alabama Probate Judge's Office, in Map Book 24, at Page 36, and run thence South 00 degrees 15 minutes 26 seconds East (Plat Bearing) along the east boundary of said Lot 3 a distance of 40.00 feet to the true point of beginning of the easement to be vacated:
Thence from the true point of beginning run North 89 degrees 44 minutes 34 seconds East a distance of 5.00 feet to a point;
Thence South 00 degrees 15 minutes 26 seconds East a distance of 171.69 feet to a point on the north boundary of an existing public utility and drainage easement;
Thence South 85 degrees 36 minutes 21 seconds West along the north boundary of an existing public utility and drainage easement a distance of 10.03 feet to a point;
Thence North 00 degrees 15 minutes 26 seconds West a distance of 172.42 feet to a point;
Thence North 89 degrees 44 minutes 34 seconds East a distance of 5.00 feet to the true point of beginning, lying and being within Section 26, Township 3 South, Range 2 West, Huntsville, Madison County, Alabama, and containing 0.04 acres, more or less.

TO HAVE AND TO HOLD unto the said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this quitclaim to be signed in its behalf by its Mayor and attested by its City Clerk, this the 12th day of February, 2026.

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards
City Clerk

STATE OF ALABAMA)
:
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of The City of Huntsville, Alabama, a municipal corporation are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 12th day of February, 2026.

_____
Notary Public

THIS INSTRUMENT PREPARED BY:
Donna D. Puckett
Pugh Wright McAnally, Inc.
P. O. Box 2419
Decatur, AL 35602-2419

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 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:** 2/12/2026 **File ID:** 2026-125

Department: Legal

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

Ordinance authorizing the vacation of a Utility and Drainage Easement in Lot 18 of Monte Sano Cove Phase 2 Subdivision. (Prishtina)

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: Lot 18 of Monte Sano Cove Phase 2 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:** 2/12/2026 **File ID:** TMP-6536

Department: Legal

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

Ordinance authorizing the vacation of a Utility and Drainage Easement in Lot 18 of Monte Sano Cove Phase 2 Subdivision. (Prishtina)

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: Lot 18 of Monte Sano Cove Phase 2 Subdivision
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, as follows:

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of utility and drainage easements; that the applicants have represented to the City of Huntsville that **Bardhyl Prishtina and Flora Prishtina,** are the owners of the property across which said easements lie; that said easements, or the portions being vacated, are not presently used and are no longer needed for a public or municipal purpose.

Section 2. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easements hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA)
:
COUNTY OF MADISON)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned **CITY OF HUNTSVILLE,** an Alabama municipal corporation, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars ($10.00) in hand paid by **BARDHYL PRISHTINA AND FLORA PRISHTINA,** husband and wife, hereinafter referred to as Grantee, and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, and convey unto the Grantee, all of the Grantor's right, title, interest and claim in and to the following described real estate situated in the City of Huntsville, County of Madison, State of Alabama, to-wit:

SEE EXHIBITS A-1, A-2, A-3, B-1, B-2 and B-3 ATTACHED HERETO.

TO HAVE AND TO HOLD unto the said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this quitclaim to be signed in its behalf by its Mayor and attested by its City Clerk, this the 12th day of February, 2026.

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards
City Clerk

STATE OF ALABAMA)
:
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of The City of Huntsville, Alabama, a municipal corporation are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 12th day of February, 2026.

_____
Notary Public

THIS INSTRUMENT PREPARED BY:
2 The Point, Inc.
8624 Memorial Parkway SW
Huntsville, AL 35802
256.539.9426

EXHIBIT A-1

STATE OF ALABAMA)
MADISON COUNTY)

10' UTILITY EASEMENT VACATION #1 (DRAINAGE EASEMENT TO REMAIN)

A PARCEL OF LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED IRON PIN (2TP) LYING ON THE NORTHEAST RIGHT-OF-WAY MARGIN OF MONTE SANO COVE ROAD (46' PUBLIC RIGHT-OF-WAY) AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,530,425.17', EAST: 458,640.54' AND BEING FURTHER DESCRIBED AS LYING NORTH 48 DEGREES 52 MINUTES 49 SECONDS WEST, 118.43 FEET FROM THE SOUTH CORNER OF LOT 18 OF THE FINAL PLAT OF "MONTE SANO COVE PHASE 2" AS RECORDED IN PLAT BOOK 2025 PAGE 312, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THENCE NORTH 36 DEGREES 15 MINUTES 07 SECONDS EAST, 142.06 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 27 DEGREES 45 MINUTES 14 SECONDS WEST, 4.13 FEET TO A POINT; THENCE NORTH 56 DEGREES 39 MINUTES 00 SECONDS WEST, 1.29 FEET TO A POINT; THENCE NORTH 36 DEGREES 15 MINUTES 07 SECONDS EAST, 10.01 FEET TO A POINT; THENCE SOUTH 56 DEGREES 39 MINUTES 00 SECONDS EAST, 3.36 FEET TO A POINT; THENCE SOUTH 27 DEGREES 45 MINUTES 14 SECONDS EAST, 7.39 FEET TO A POINT; THENCE SOUTH 36 DEGREES 15 MINUTES 07 SECONDS WEST, 11.13 FEET TO A POINT; THENCE NORTH 27 DEGREES 45 MINUTES 14 SECONDS WEST, 5.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 109 SQUARE FEET, MORE OR LESS.

EXHIBIT A-2

STATE OF ALABAMA)
MADISON COUNTY)

10' UTILITY AND DRAINAGE EASEMENT VACATION #2

A PARCEL OF LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED IRON PIN (2TP) LYING ON THE NORTHEAST RIGHT-OF-WAY MARGIN OF MONTE SANO COVE ROAD (46' PUBLIC RIGHT-OF-WAY) AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,530,425.17', EAST: 458,640.54' AND BEING FURTHER DESCRIBED AS LYING NORTH 48 DEGREES 52 MINUTES 49 SECONDS WEST, 118.43 FEET FROM THE SOUTH CORNER OF LOT 18 OF THE FINAL PLAT OF "MONTE SANO COVE PHASE 2" AS RECORDED IN PLAT BOOK 2025 PAGE 312, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THENCE NORTH 36 DEGREES 15 MINUTES 07 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 354.00 FEET, AN ARC LENGTH OF 5.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 53 DEGREES 57 MINUTES 00 DEGREES WEST, 5.00 FEET TO POINT; THENCE NORTH 36 DEGREES 15 MINUTES 07 SECONDS EAST, 133.82 FEET TO A POINT; THENCE SOUTH 56 DEGREES 39 MINUTES 00 SECONDS EAST, 1.29 FEET TO A POINT; THENCE SOUTH 27 DEGREES 45 MINUTES 14 SECONDS EAST, 9.69 FEET TO A POINT; THENCE SOUTH 36 DEGREES 15 MINUTES 07 SECONDS WEST, 129.64 FEET TO POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 354.00 FEET, AN ARC LENGTH OF 5.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 53 DEGREES 32 MINUTES 43 DEGREES WEST, 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 ACRES (1,320 SQ FT), MORE OR LESS.

EXHIBIT A-3

STATE OF ALABAMA)
MADISON COUNTY)

10' UTILITY AND DRAINAGE EASEMENT VACATION #3

A PARCEL OF LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

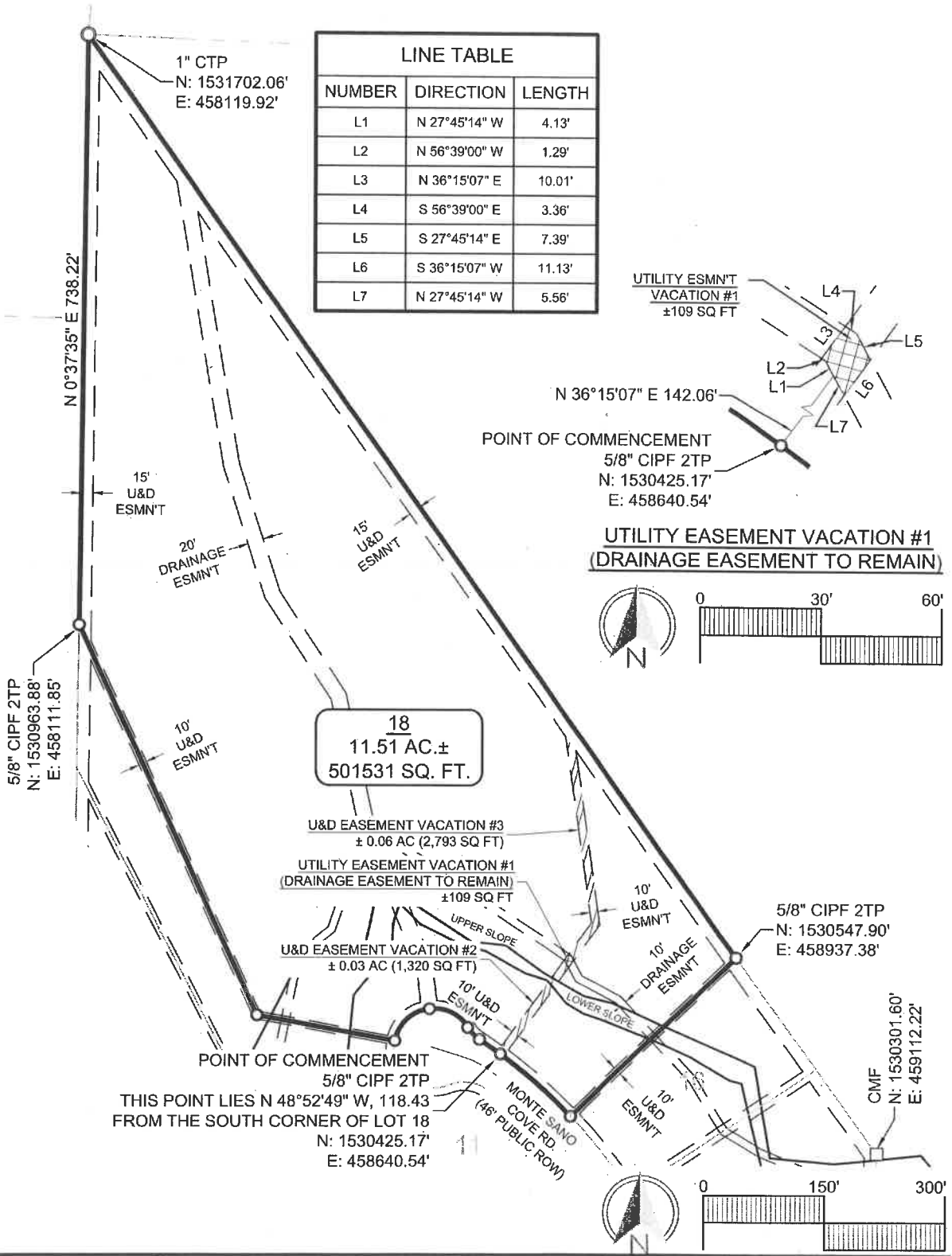
COMMENCING AT A 5/8" CAPPED IRON PIN (2TP) LYING ON THE NORTHEAST RIGHT-OF-WAY MARGIN OF MONTE SANO COVE ROAD (46' PUBLIC RIGHT-OF-WAY) AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,530,425.17', EAST: 458,640.54' AND BEING FURTHER DESCRIBED AS LYING NORTH 48 DEGREES 52 MINUTES 49 SECONDS WEST, 118.43 FEET FROM THE SOUTH CORNER OF LOT 18 OF THE FINAL PLAT OF "MONTE SANO COVE PHASE 2" AS RECORDED IN PLAT BOOK 2025 PAGE 312, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THENCE NORTH 36 DEGREES 15 MINUTES 07 SECONDS EAST, 153.18 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 27 DEGREES 45 MINUTES 14 SECONDS WEST, 1.83 FEET TO A POINT; THENCE NORTH 56 DEGREES 39 MINUTES 00 SECONDS WEST, 3.36 FEET TO A POINT; THENCE NORTH 36 DEGREES 15 MINUTES 07 SECONDS EAST, 48.17 FEET TO A POINT; THENCE NORTH 08 DEGREES 00 MINUTES 21 SECONDS WEST, 235.74 FEET TO A POINT; THENCE SOUTH 35 DEGREES 18 MINUTES 32 SECONDS EAST, 21.80 FEET TO A POINT; THENCE SOUTH 08 DEGREES 00 MINUTES 21 SECONDS EAST, 220.44 FEET TO A POINT; THENCE SOUTH 36 DEGREES 15 MINUTES 07 SECONDS WEST, 55.31 FEET TO A POINT; THENCE NORTH 27 DEGREES 45 MINUTES 14 SECONDS WEST, 5.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES (2,792 SQ FT), MORE OR LESS.

EXHIBIT B-1

UPPER SLOPE LOT TABLE				
LOT NO.	SQUARE FEET	MAX. IMPERVIOUS COVER (10%)	MAX. TOTAL BUILIDNG AREA (8%)	MAX. DISTURBED AREA (20%)
18	501,531 SF	50,153 SF	40,122 SF	100,306 SF

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N 27°45'14" W	4.13'
L2	N 56°39'00" W	1.29'
L3	N 36°15'07" E	10.01'
L4	S 56°39'00" E	3.36'
L5	S 27°45'14" E	7.39'
L6	S 36°15'07" W	11.13'
L7	N 27°45'14" W	5.56'

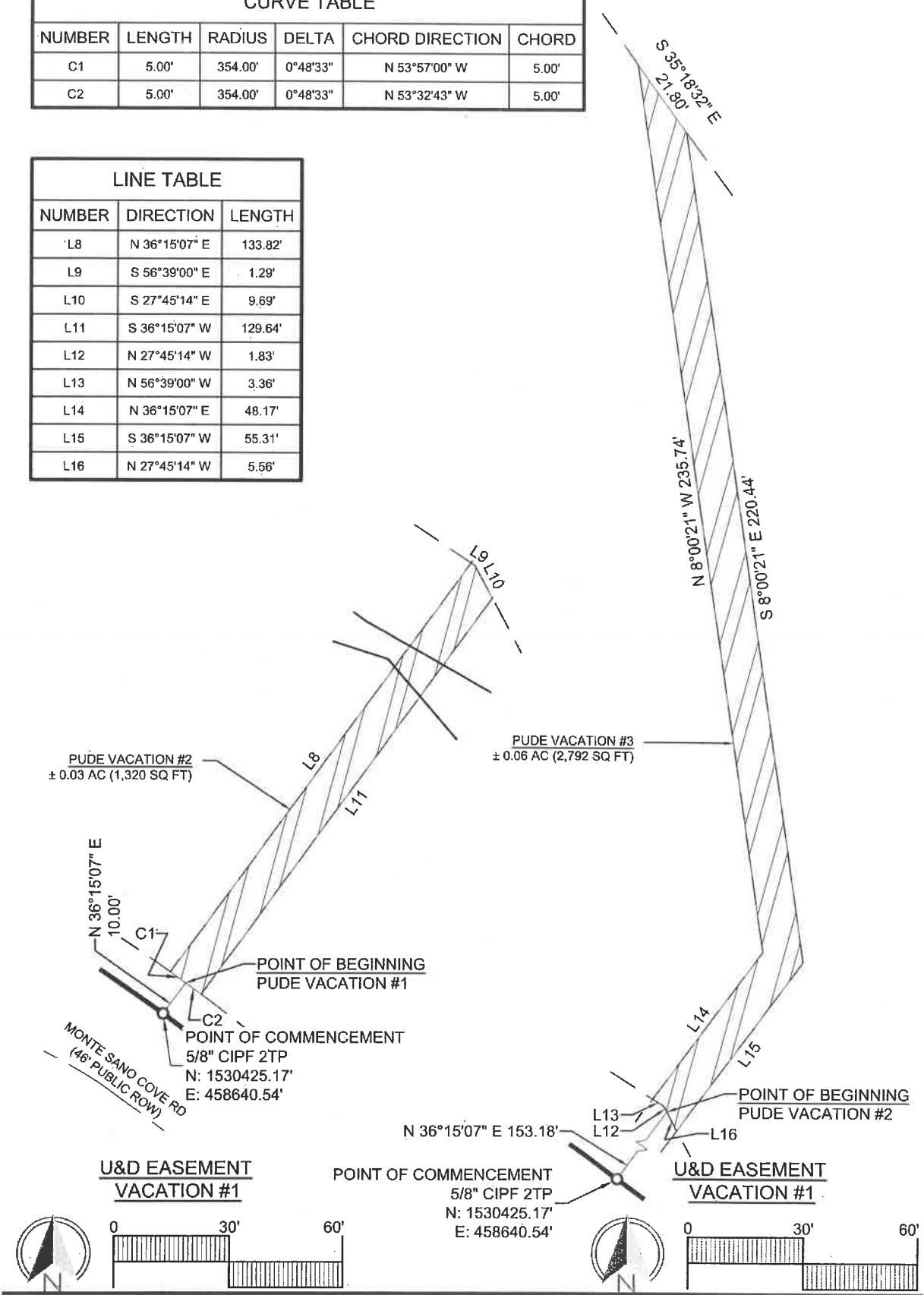


DRAWN BY: JCB	EASEMENT VACATION EXHIBIT
FIELD CREW: BJ	MONTE SANO COVE PH 2
FIELD DATE: 02.08.25	PLAT BOOK 2025 PAGE 312
OFFICE DATE: 01.13.26	HUNTSVILLE, ALABAMA
CHECKED BY: ASM	
SHEET: 1 OF 1	SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 EAST
JOB NO: S21-050	2 THE POINT INCORPORATED

EXHIBIT B-2

CURVE TABLE					
NUMBER	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	5.00'	354.00'	0°48'33"	N 53°57'00" W	5.00'
C2	5.00'	354.00'	0°48'33"	N 53°32'43" W	5.00'

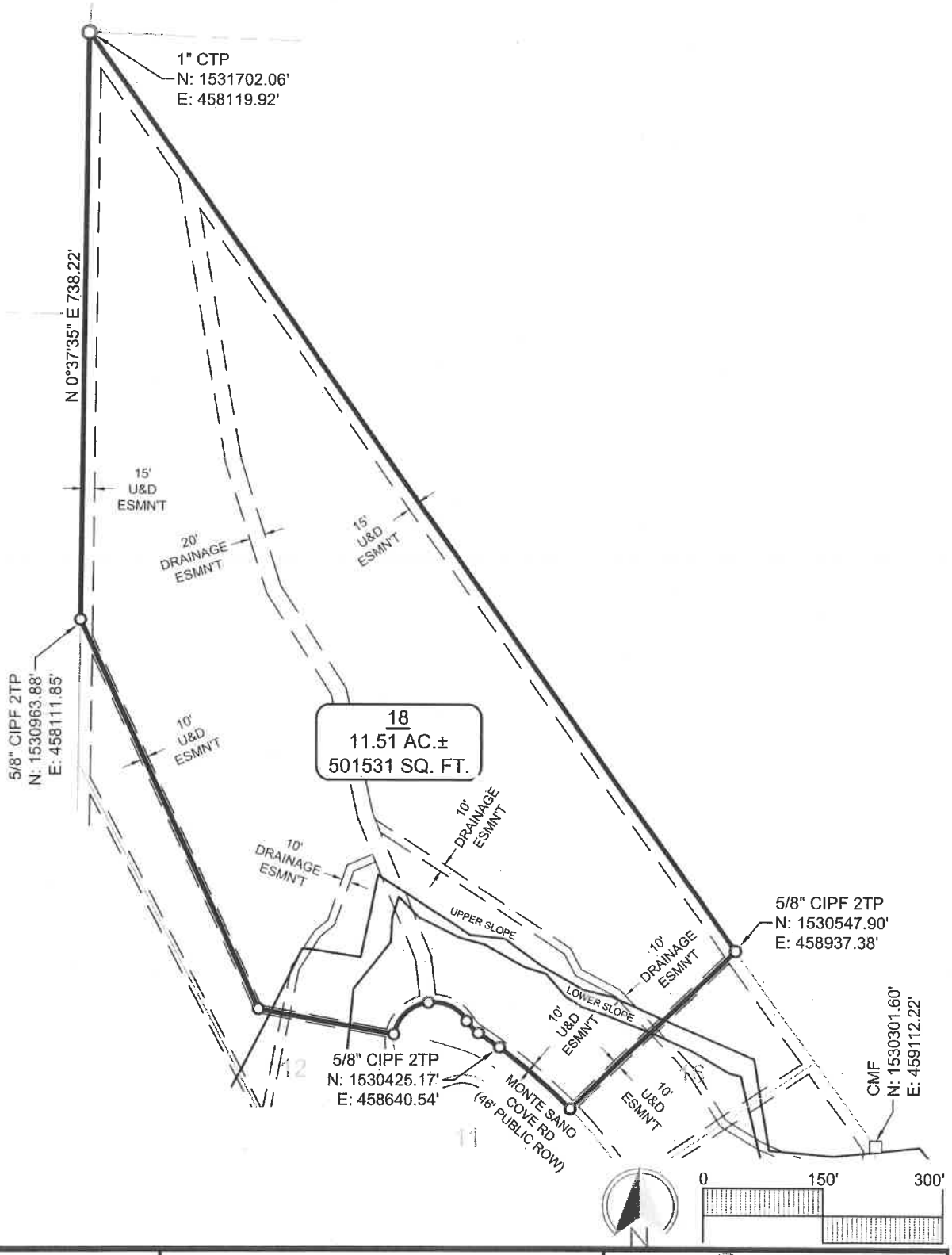
LINE TABLE		
NUMBER	DIRECTION	LENGTH
L8	N 36°15'07" E	133.82'
L9	S 56°39'00" E	1.29'
L10	S 27°45'14" E	9.69'
L11	S 36°15'07" W	129.64'
L12	N 27°45'14" W	1.83'
L13	N 56°39'00" W	3.36'
L14	N 36°15'07" E	48.17'
L15	S 36°15'07" W	55.31'
L16	N 27°45'14" W	5.56'



DRAWN BY: JCB	EASEMENT VACATION EXHIBIT	2 THE POINT INCORPORATED
FIELD CREW: BJ	MONTE SANO COVE PH 2	
FIELD DATE: 02.08.25	PLAT BOOK 2025 PAGE 312 HUNTSVILLE, ALABAMA	
OFFICE DATE: 01.13.26		
CHECKED BY: ASM		
SHEET: 1 OF 1		
JOB NO: S21-050	SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 EAST	

EXHIBIT B-3

UPPER SLOPE LOT TABLE				
LOT NO.	SQUARE FEET	MAX. IMPERVIOUS COVER (10%)	MAX. TOTAL BUILIDNG AREA (8%)	MAX. DISTURBED AREA (20%)
18	501,531 SF	50,153 SF	40,122 SF	100,306 SF



DRAWN BY: JCB	POST CONDITION EXHIBIT	2 THE POINT INCORPORATED
FIELD CREW: BJ	MONTE SANO COVE PH 2	
FIELD DATE: 02.08.25	PLAT BOOK 2025 PAGE 312	
OFFICE DATE: 01.13.26	HUNTSVILLE, ALABAMA	
CHECKED BY: ASM		
SHEET: 1 OF 1	SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 EAST	
JOB NO: S21-050		

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 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:** 2/12/2026 **File ID:** 2026-126

Department: City Council

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

Ordinance naming the new Arboretum at John Hunt Park the "Joy McKee Arboretum". (Introduced on January 22, 2026, Regular Council Meeting)

Ordinance No. 26-87

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:** 2/12/2026 **File ID:** TMP-6517

Department: City Council

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

Ordinance naming the new Arboretum at John Hunt Park the "Joy McKee Arboretum". (Introduced on January 22, 2026, Regular Council Meeting)

Ordinance No. 26-87

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

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-127

Department: Human Resources

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

Ordinance amending Section 18 of Ordinance 04-315 of the Personnel Policies and Procedures Manual. (Introduced on January 22, 2026, Regular Council Meeting)

Ordinance No. 26-88

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:** 2/12/2026 **File ID:** TMP-6518

Department: Human Resources

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

Ordinance amending Section 18 of Ordinance 04-315 of the Personnel Policies and Procedures Manual. (Introduced on January 22, 2026, Regular Council Meeting)

Ordinance No. 26-88

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 Director of Human Resources 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 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 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.

(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.

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:** 2/12/2026 **File ID:** 2026-128

Department: Urban Development

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

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. (Introduced on January 22, 2026, Regular Council Meeting)

Ordinance No. 26-89

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:** 2/12/2026 **File ID:** TMP-6520

Department: Urban Development

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

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. (Introduced on January 22, 2026, Regular Council Meeting)

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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

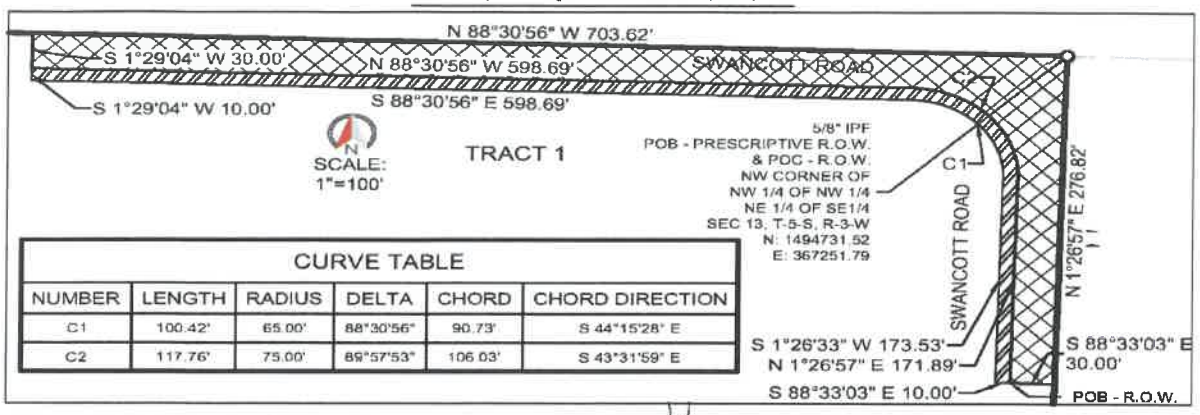
ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

REVISED: 08.20.25

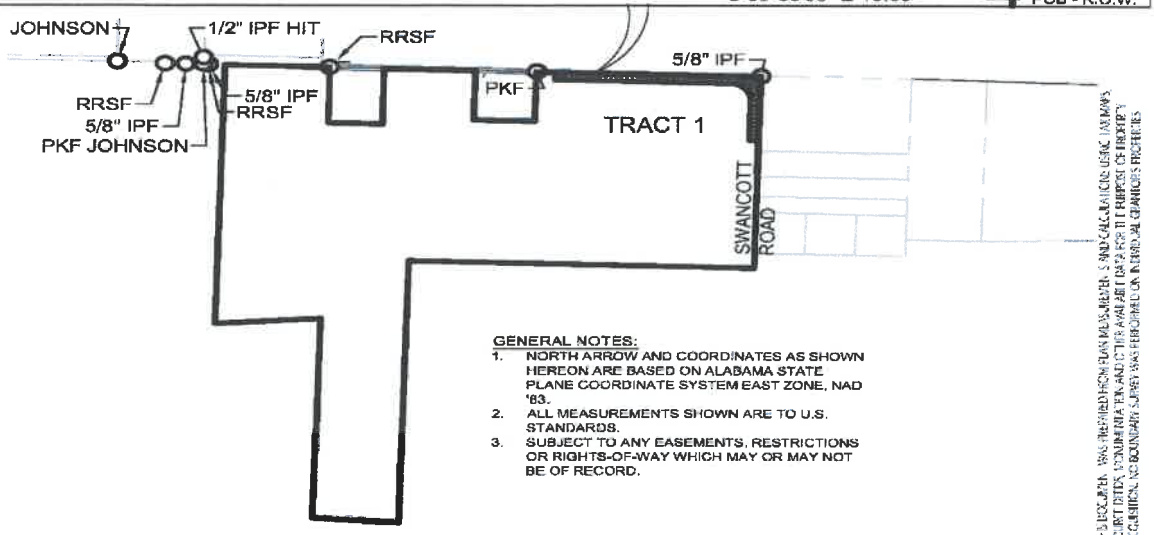
DRAWN BY: ANB	ACQUISITION SURVEY
FIELD CREW: BJ	BOEING BLVD EXTENSION
FIELD DATE: 09.18.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 1 OF 2	
JOB NO: 23-022	

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± PRESCRIPTIVE R.O.W.: T.C.E. ACQUIRED: REMAINDER:	APPROXIMATE 41.60 AC.± (29,719 SQ. FT.) 0.68 AC.± (8,807 SQ. FT.) 0.20 AC.± 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

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-129

Department: Urban Development

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

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. (Introduced on January 22, 2026, Regular Council Meeting)

Ordinance No. 26-90

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:** 2/12/2026 **File ID:** TMP-6521

Department: Urban Development

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

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. (Introduced on January 22, 2026, Regular Council Meeting)

Ordinance No. 26-90

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



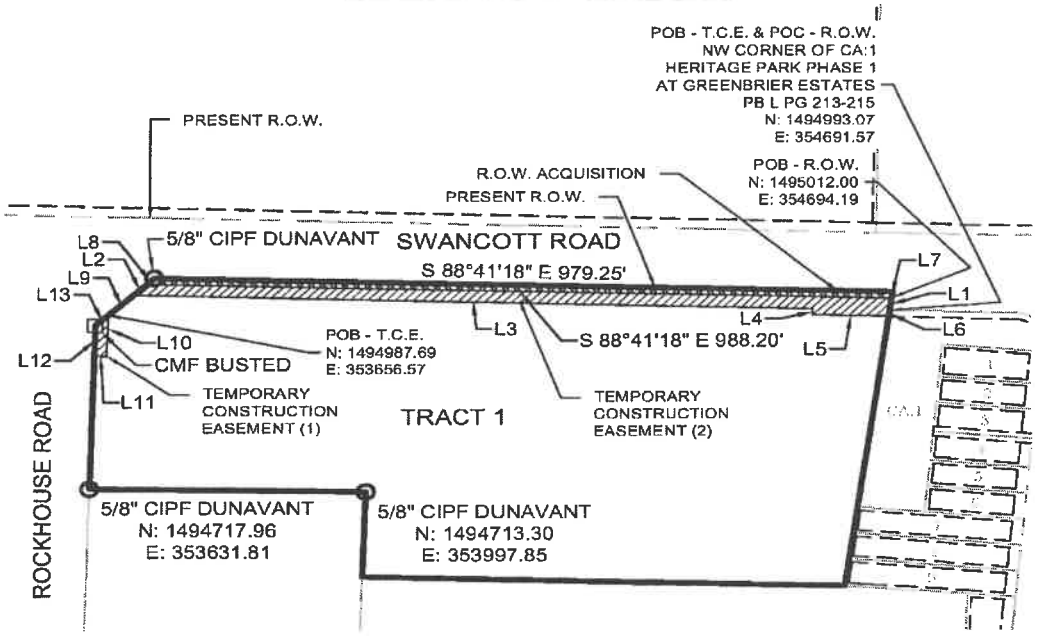
ANTHONY SCOTT MANARY PLS #35345



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 PLAT, 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

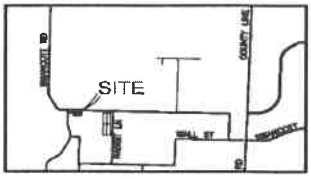
GENERAL NOTES:

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'

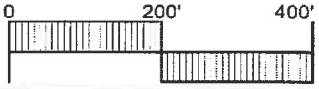


VICINITY MAP
(NOT TO SCALE)

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.±

REVISED: 08.29.25





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. 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

ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S. MANARY

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

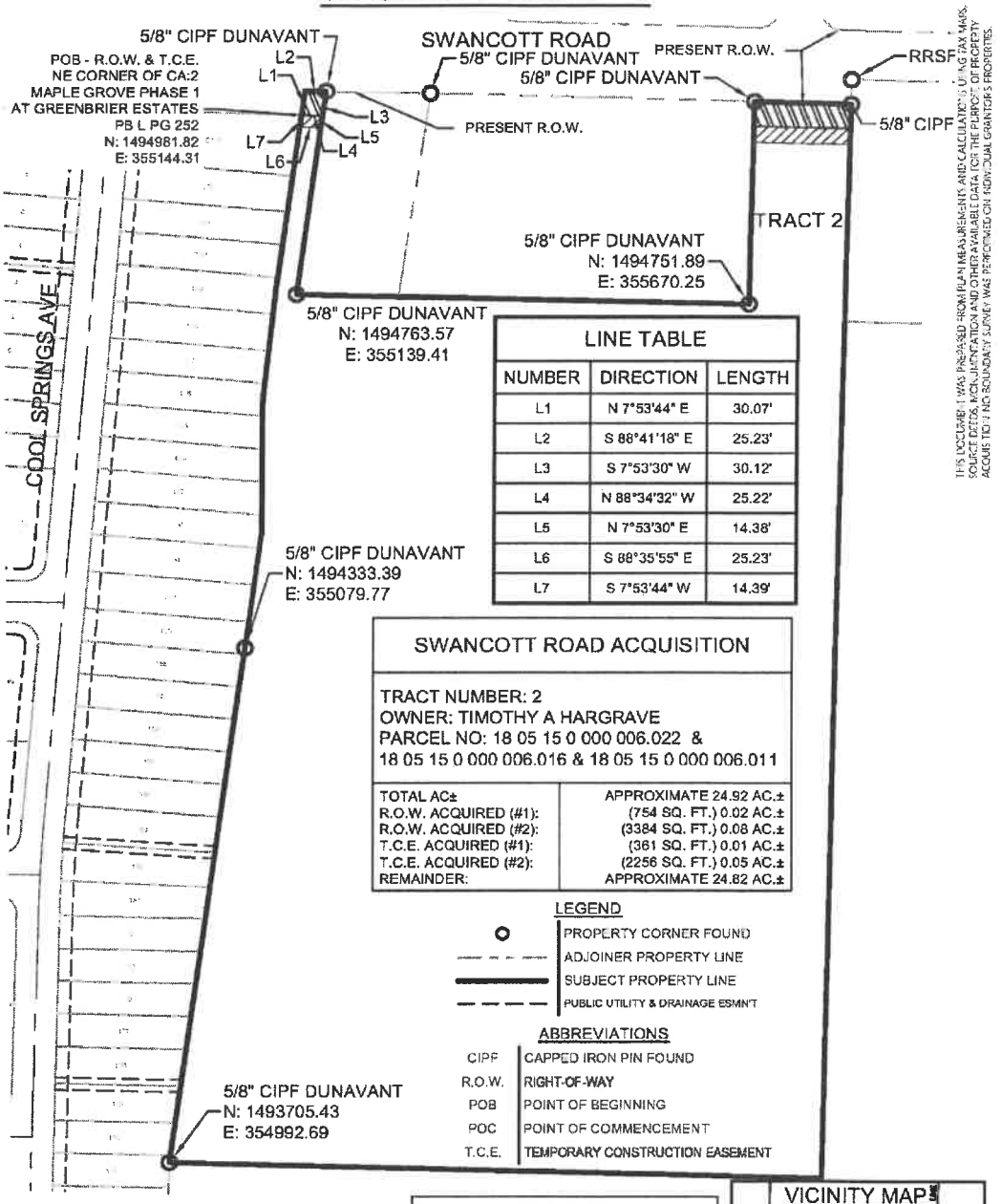
ANTHONY SCOTT MANARY PLS #35345

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

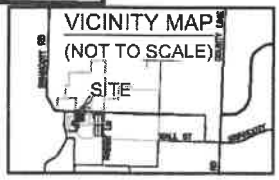
ABBREVIATIONS

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.

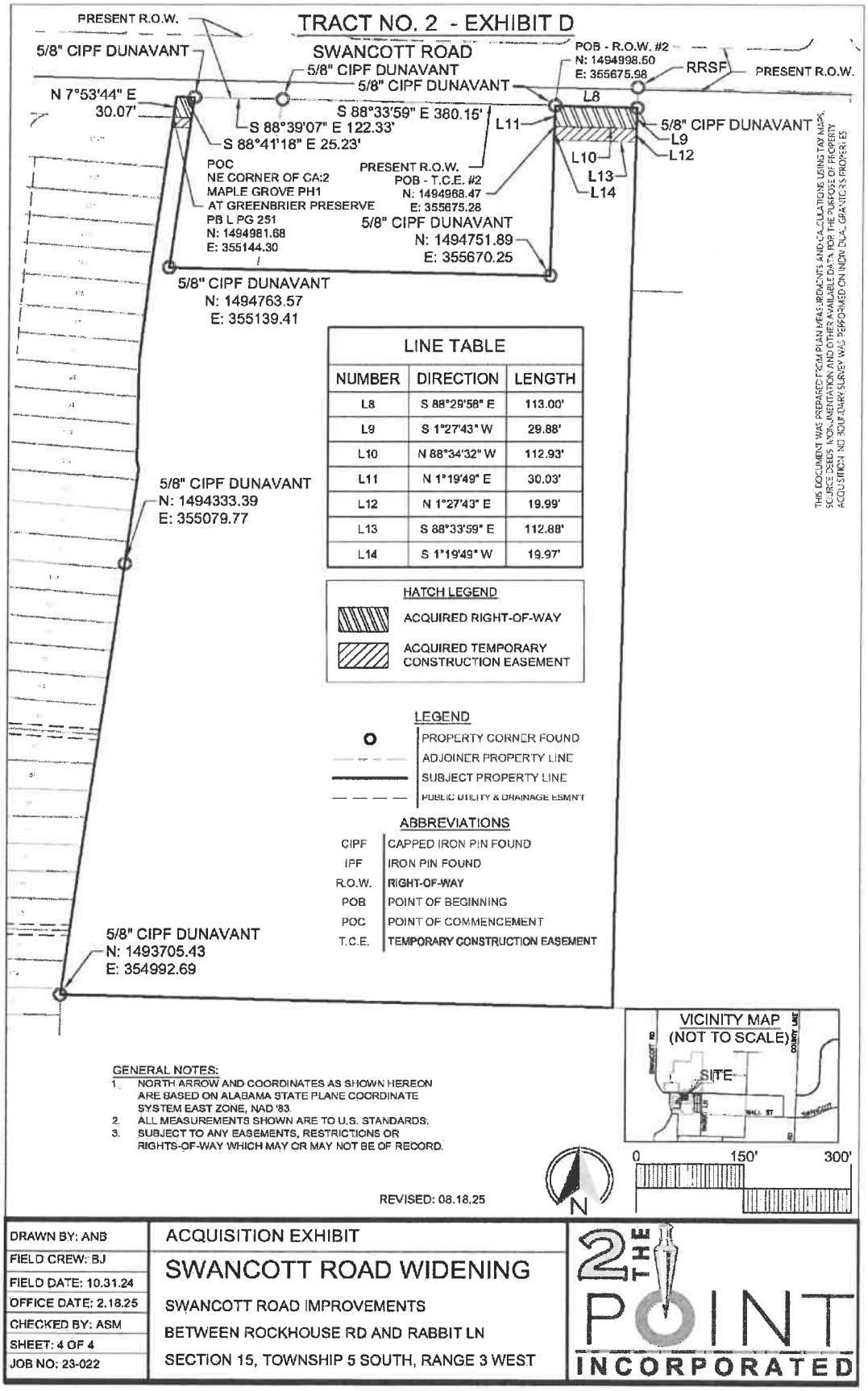
N

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.

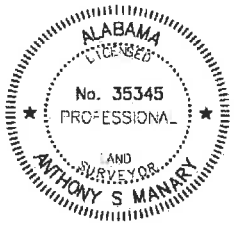
SURVEYOR CERTIFICATION

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



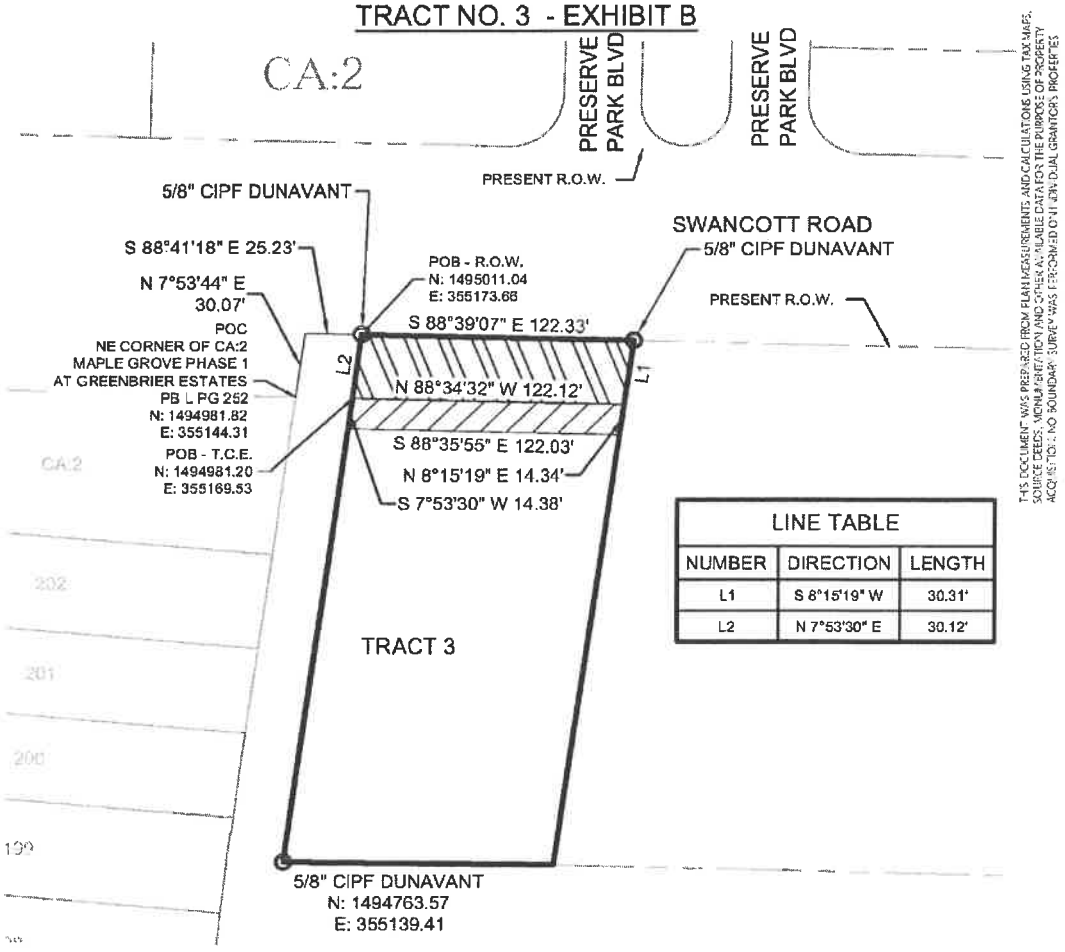
ANTHONY SCOTT MANARY PLS #35345



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. 3 - EXHIBIT B



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S 8°15'19" W	30.31'
L2	N 7°53'30" E	30.12'

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

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 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± R.O.W. ACQUIRED: T.C.E. ACQUIRED: REMAINDER:	APPROXIMATE 2.10 AC.± (3668 SQ. FT.) 0.08 AC.± (1742 SQ. FT.) 0.04 AC.± 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

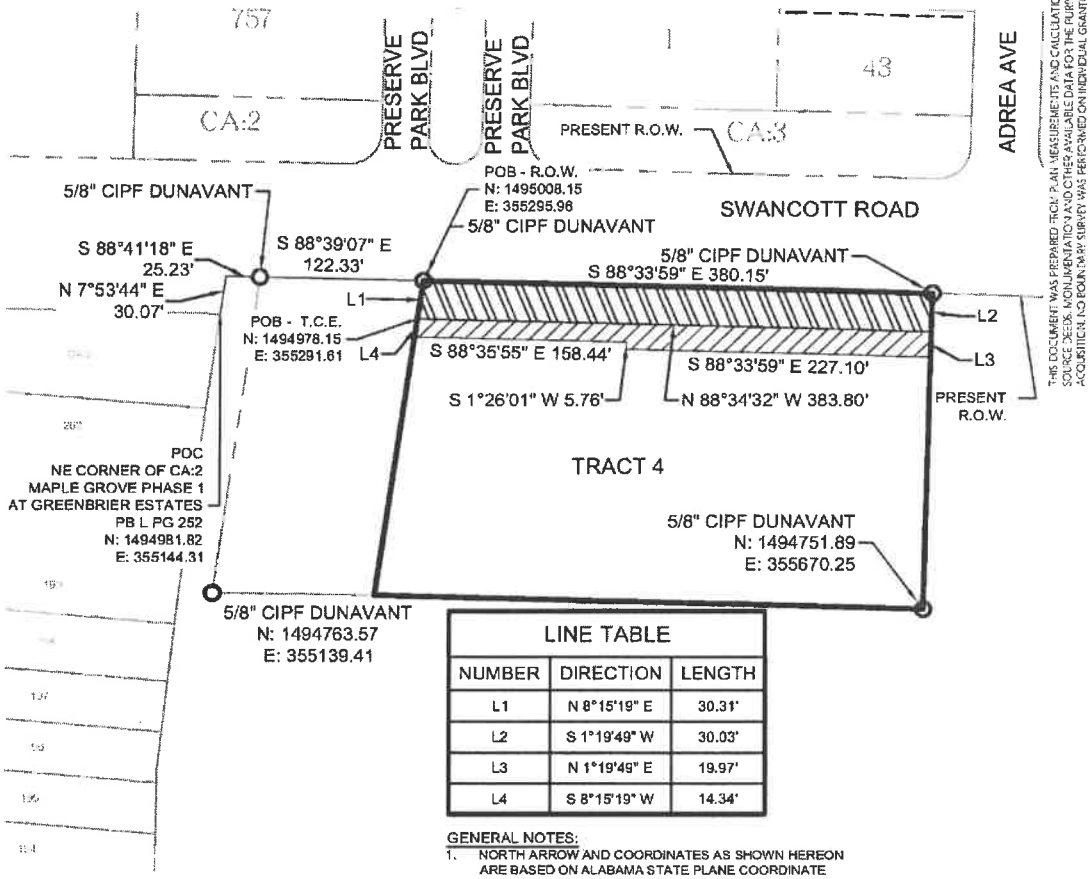
ANTHONY SCOTT MANARY PLS #35345

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	2 THE POINT INCORPORATED
JOB NO: 23-022	

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

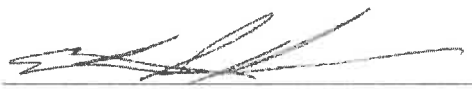
A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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



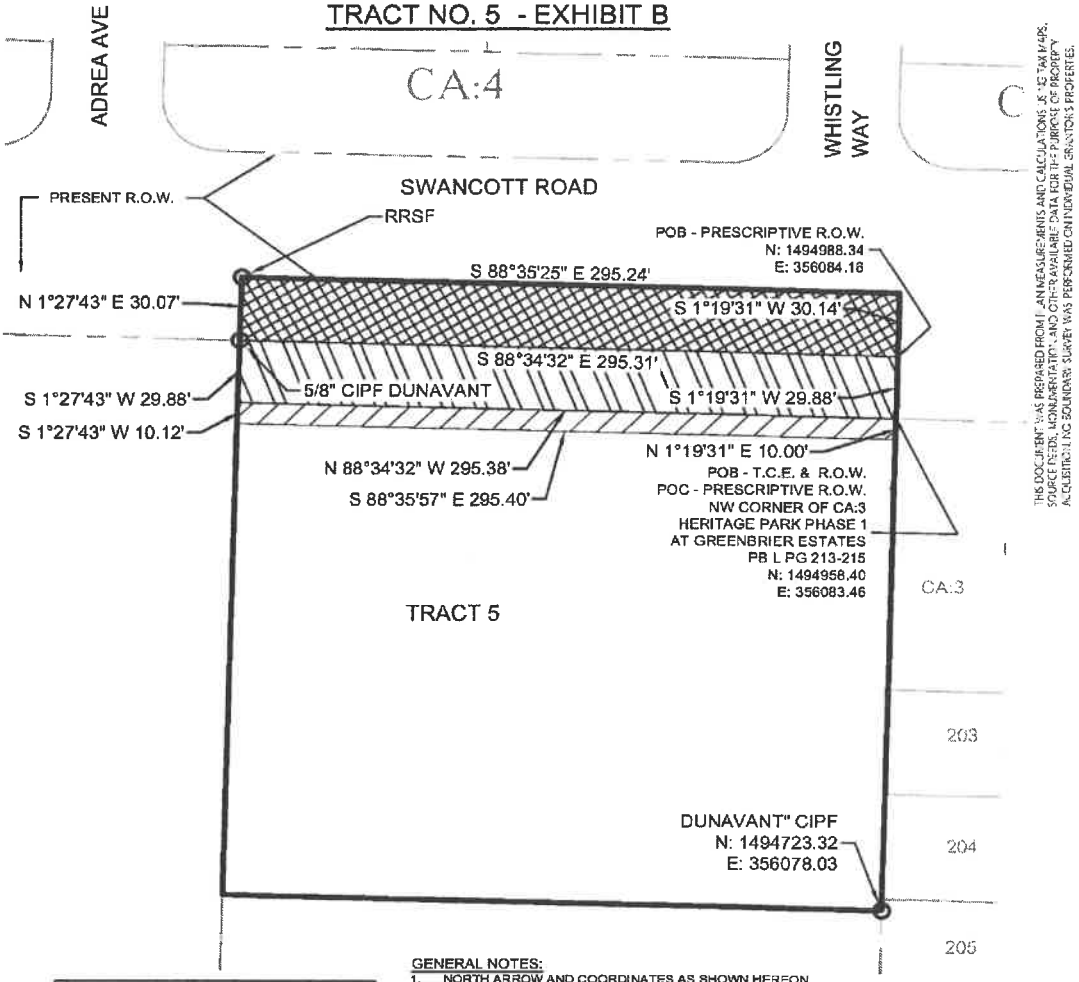
ANTHONY SCOTT MANARY PLS #35345 REVISED: 08.18.25



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:

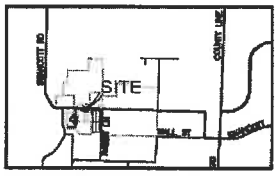
1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

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

N

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	2 THE POINT INCORPORATED
JOB NO: 23-022	

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

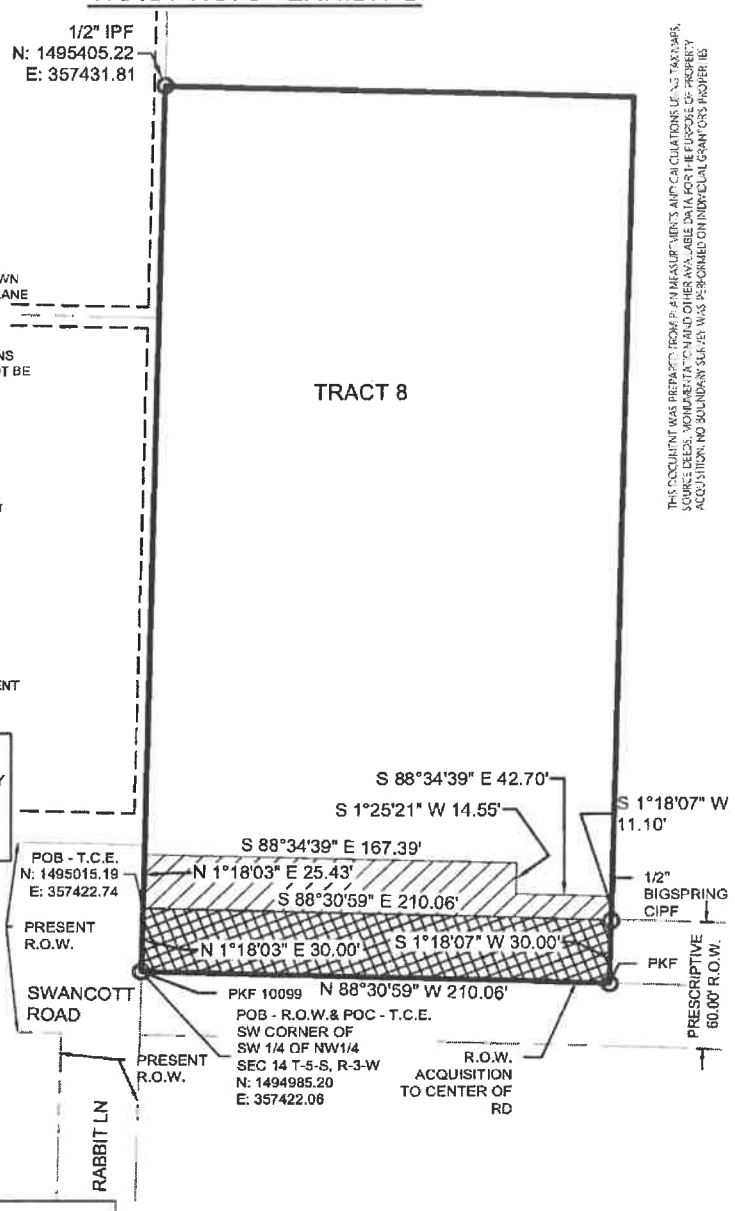
ABBREVIATIONS

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 THIS 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	

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-130

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:** 2/12/2026 **File ID:** TMP-6501

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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 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:** 2/12/2026 **File ID:** 2026-131

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of donations.

Resolution No.

Finance Information:

Account Number: Varies accounts

City Cost Amount: $ See comments below.

Total Cost: $ See comments below.

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:

$325.00-Donation for the after-school care fees at the Richard Showers Center from WL Winton, SR, Ministries, Inc.

$1,000.00-Donation for the after-school care fees at the Richard Showers Center from Second Chance Deliverance and Restoration Ministries Inc.

$250.00-Donation for Fire & Rescue department from Tractor Supply Company Foundation.

$10,000.00-Donation for Fire & Rescue department from Lexus of Huntsville.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6433

Department: Finance

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

Resolution authorizing the acceptance of donations.

Resolution No.

Finance Information:

Account Number: Varies accounts

City Cost Amount: $ See comments below.

Total Cost: $ See comments below.

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:
$325.00-Donation for the after-school care fees at the Richard Showers Center from WL Winton, SR, Ministries, Inc.

$1,000.00-Donation for the after-school care fees at the Richard Showers Center from Second Chance Deliverance and Restoration Ministries Inc.

$250.00-Donation for Fire & Rescue department from Tractor Supply Company Foundation.

$10,000.00-Donation for Fire & Rescue department from Lexus of Huntsville.

RESOLUTION NO. 26- _____

WHEREAS, authorization for the acceptance of the following donations is requested:

Donation for the after-school care fees at the Richard Showers Center from WL Winton, SR, Ministries, Inc. in the amount of $325.00.

Donation for the after-school care fees at the Richard Showers Center from Second Chance Deliverance and Restoration Ministries Inc. in the amount of $1,000.00.

Donation for Fire & Rescue department from Tractor Supply Company Foundation in the amount of $250.00.

Donation for Fire & Rescue department from Lexus of Huntsville in the amount of $10,000.00.

BE IT RESOLVED, that the City Council of the City of Huntsville, Alabama, makes no commitment with respect to any further consideration as a result of the aforesaid donation, but that the City Council does offer its sincere appreciation for the above said donation.

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 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:** 2/12/2026 **File ID:** 2026-132

Department: Finance

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

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

Ordinance 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:

$3,547,469.60 - Establish a transfer appropriation to the VBC Cash Funded Capital Projects Fund for the VBC Ice Rink and Chiller Renovation project funded by restricted fund balance.

$1,443,194.27 - Establish a transfer appropriation to the VBC Cash Funded Capital Projects Fund for the VBC South Hall Restroom Renovation project funded by restricted fund balance.

$2,109,983.08 - Establish a transfer appropriation to the VBC Cash Funded Capital Projects Fund for the VBC Playhouse Renovation project funded by restricted fund balance.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6502

Department: Finance

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

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

Ordinance 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:

$3,547,469.60 - Establish a transfer appropriation to the VBC Cash Funded Capital Projects Fund for the VBC Ice Rink and Chiller Renovation project funded by restricted fund balance.

$1,443,194.27 - Establish a transfer appropriation to the VBC Cash Funded Capital Projects Fund for the VBC South Hall Restroom Renovation project funded by restricted fund balance.

$2,109,983.08 - Establish a transfer appropriation to the VBC Cash Funded Capital Projects Fund for the VBC Playhouse Renovation project funded by restricted 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 $3,547,469.60 for the VBC Ice Rink and Chiller Renovation project funded by restricted fund balance.

Establish a transfer appropriation to the VBC Cash Funded Capital Projects Fund in the total amount of $1,443,194.27 for the VBC South Hall Restroom Renovation project funded by restricted fund balance.

Establish a transfer appropriation to the VBC Cash Funded Capital Projects Fund in the total amount of $2,109,983.08 for the VBC Playhouse Renovation project funded by restricted fund balance.

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 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:** 2/12/2026 **File ID:** 2026-133

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:

Roadside Towing - Wrecker Impoundment (Police)

Pro-Fit Alabama - Automotive Lighting Association (Fleet Services)

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6504

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:

Roadside Towing - Wrecker Impoundment (Police)

Pro-Fit Alabama - Automotive Lighting Association (Fleet Services)

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
Roadside Towing	Wrecker Impoundment	One Year W/Extensions
Pro-Fit Alabama	Automotive Lighting Association	One Year W/Extensions

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 1/28/2026
FROM: Kirk Giles, Chief of Police **DEPT:** Police
BID #: 18-2026-41 **COMMODITY/SERVICE:** Wrecker Impoundment

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Roadside Towing

RECOMMENDATION: Bid award to Roadside Towing due to Roadside being the only company in compliance with all bid requirements.

DESCRIPTION	PRICE	UOM	COMMENT
See bid tabulation form attached			

INITIAL PURCHASE: As needed
FUNDING SOURCE: 1000-41-41110-515520-0000000
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.

Kirk Giles — 1/28/2026
Department Head — Date

01.28.2026
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: Jan R Hall

In 2024, the City of Huntsville impounded approximately 2,838 vehicles and equipment. For the purpose of evaluation, I understand that approximate activity percentages have been provided to me. I will provide the services as required in this Invitation for Bid as follows:

I.TOWING SERVICES FOR ABANDONED AND SEIZED VEHICLES AND ITEMS	**COST PER TOW**
A. Vehicles 8,000 LB Capacity & Under (94% activity)	$ 40.00
B. Vehicles Over 8,000 LB Capacity (4% activity)	$ 40.00
C. Vehicles Greater Than 20,000 LB (<1% Activity)	$ 1.00
D. Items Less Than 1,000 LB (1% Activity)	$ 1.00
II. STORAGE SERVICES FOR ABANDONED AND SEIZED VEHICLES AND ITEMS	**COST PER DAY**
E. Vehicles 8,000 LB Capacity & Under (94% Activity)	$ 50.00
F. Vehicles Over 8,000 LB Capacity (4% Activity)	$ 50.00
G. Vehicles Greater Than 20,000 LB (<1% Activity)	$ 50.00
H. Items Less Than 1,000 LB (1% Activity)	$ 50.00
III. TOWING SERVICES FOR SPECIAL ACTIVITIES	**COST**
I. Vehicles 8,000 LB Capacity & Under Per Tow	$ 40.00
J. Items Less than 1,000 LB Per Tow	$ 40.00
K. Hourly Rate During Special Activity	$ 75.00
IV. SERVICES INVOLVING LARGE SCALE DEBRIS CLEANUP AND CONTENT REMOVAL	**COST**
L. Hourly Rate for any additional personnel utilized	$ 75.00
M. Hourly Rate for any additional equipment utilized	$ 75.00

Bidder shall enter a price per tow for each category in Section I and a daily storage fee for each category in Section II.

The bids shall be evaluated by the following method:

- Section I: The estimated number of tows (2,838) shall be multiplied by the designated activity percentage and the Bidder's cost per tow for each sub-section. The totals for sub-sections A, B, C, & D will be added together.
- Section II: The estimated number of tows (2,838) shall be multiplied by the designated activity percentage and the Bidder's cost per day for each sub-section. Then the totals for sub-sections E, F, G, & H will be added together.
- Section III: Sub-Section I, J, and K will be added together to form a total for Section III.
- Section IV: Sub-Section M and L will be added together to form a total for Section IV.
- Section I and II Combined Total: The totals for Section I and Section II shall be added together and multiplied by 99%,
- Section III and IV Combined Total: The totals for Section III and Section IV shall be added together and multiplied by 1%.
- The sum of the Combined Total for Sections I and II plus the Combined Total for Sections III and IV shall be the comparative Base Bid for each bidder.

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.

James R Hall
Printed legal name of Bidder

Owner
Printed name of individual/corporate officer/general partner/joint venturer AND Title

James R Hall
Signature

1-2-26
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.

	REQUIREMENTS	Vendor Compliance	
		YES / AGREE	NO / DISAGREE
I.	I can provide the insurance coverage set forth in Attachment B of this Invitation for Bid.	✓	
II.	I own or hold a lease on a minimum of seven (7) wreckers.	✓	
1.	I own or hold a lease on five (5) Rollbacks:	✓	
A.	**Rollback:** 2006 **Lease:** **Own:** ✓	✓	
	VIN: 1HTMMAAMX6H233037	✓	
B.	**Rollback:** 2024 **Lease:** **Own:** ✓	✓	
	VIN: 1FDUF5GT3RDA14344	✓	
C.	**Rollback:** 2018 **Lease:** **Own:** ✓	✓	
	VIN: 1FVACWFCXJHJU1584	✓	
D.	**Rollback:** 2019 **Lease:** **Own:** ✓	✓	
	VIN: 1FVACWFC8LHLM1172	✓	
E.	**Rollback:** **Lease:** **Own:** ✓	✓	
	VIN: 1FVACWFC4KHKJ5440	✓	
2.	I own or hold a lease on one (1) Medium Duty with twelve (12) ton minimum lift capability:	✓	
A.	**Twelve Ton:** 2000 Int **Lease:** **Own:** ✓	✓	
	VIN: 1HTJCAAM0YH240205	✓	
B.	I own or hold a lease on one (1) Heavy Duty with thirty-five (35) ton minimum lift capability	✓	
	Thirty Ton: **Lease:** **Own:** ✓	✓	
	VIN: 3AKNGNDR4LDLS7769	✓	
III.	I have attached photographs of all seven (7) wreckers to this form.	✓	
IV.	All seven (7) wreckers listed above shall be manned and ready to operate 24 hours per day, 7 days per week.	✓	
V.	All seven (7) wreckers shall be clearly marked with the name of my company, its physical address and phone number, and any other requirements, as set forth in Ordinances 25-73 and 25-75 of the City of Huntsville Code of Ordinances.	✓	
VI.	All seven (7) wreckers shall carry straps, ties and tarps to adequately cover any exposed load of any impounded vehicle to prevent debris, glass, metal, paper oil, liquids or other potential hazards from being cast upon the public street or property.	✓	
VII.	All seven (7) wreckers listed above shall respond to their designated locations immediately, or within 45 minutes of the initial contact or call, except as noted below.	✓	
VIII.	In the event that a wrecker is unable to reach the designated location within forty-five (45) minutes due to current traffic conditions, an employee of my business shall contact the police department.	✓	
IX.	I understand that the City of Huntsville may obtain substitute wrecker services from a third-party wrecker service that is on the City's "Next In Line" list, if my wrecker does not arrive at the designated location within 45 minutes of the initial call or contact.	✓	
X.	An employee of my company, not a contract employee, shall answer the phone within 5 minutes of the initial call or contact, and dispatch a wrecker to the designated location.	✓	

XI.	I understand that the City of Huntsville may obtain substitute wrecker services from a third-party wrecker service that is on the City's "Next In Line" list, if my company fails to answer the phone within 5 minutes of the initial call or contact.	✓	
XII.	I understand that I may be responsible for any fees associated with utilizing a third-party substitute if I do not have all seven (7) wreckers available.	✓	
XIII.	I shall provide seven (7) properly licensed drivers for the seven wreckers listed above 24 hours per day, 7 days per week. Two (2) licensed drivers shall hold a CDL license at the time of bid. Two (2) licensed drivers shall have 4 months, from the date of award, to obtain a CDL license to comply with this bid. A total of four (4) CDL licensed drivers shall be required within four (4) months to remain in compliance with the bid terms and specifications.	✓	
XIV.	I shall provide background checks on all seven (7) properly licensed drivers that I intend to utilize and have listed below. The background checks indicate that none of the seven (7) drivers listed have any pending criminal charges, nor have any been convicted within the last ten (10) years, of any felonies, or misdemeanors related to his or her capability to provide wrecker services to the public in a safe and responsible manner, including but not limited to, drug and/or alcohol offenses, assault, theft, sex crimes, murder, burglary and/or homicide.	✓	
XV.	The names, addresses and driver's license numbers of the seven (7) full time employees that I intend to utilize are as follows:		
1.	Name: James R. HALL Address: 857 Honea LN New Hope AL. 35760 Alabama Driver's License #: 5225794 CDL: (Yes) / No Class Type: A		
2.	Name: Steve Woods Address: 149 JO Underwood New Market AL. 35761 Alabama Driver's License #: 4064563 CDL: (Yes) / No Class Type: B		
3.	Name: JD Franklin Atchley Address: 143 Coggins Rd Ardmore AL. 35739 Alabama Driver's License #: 4747522 CDL: Yes (No) Class Type: D		
4.	Name: Donald L Sanders Address: 739 W Arbor DR Huntsville AL. 35811 Alabama Driver's License #: 5368412 CDL: Yes (No) Class Type: D		
5.	Name: James Wesley Macaulay Address: 1954 Ardmore Hwy Ardmore TN 38449 Alabama Driver's License #: 152372710 CDL: Yes / (No) Class Type: D		
6.	Name: Christopher M Cagle Address: 142 Plaza DR Huntsville AL. 35811 Alabama Driver's License #: 8686534 CDL: Yes / (No) Class Type: D		
7.	Name: Conner Robert Cole Hall Address: 191 Oldwood Rd Huntsville AL. 35811 Alabama Driver's License #: 100 19442 CDL: Yes / (No) Class Type: D		

		YES / AGREE	NO / DISAGREE
XVI.	I have a staffing plan that includes seven (7) properly licensed drivers per specifications, who are ready to operate the seven (7) wreckers listed in Section II, 24 hours per day, 7 days a week.	✓	
XVII.	I have a staffing plan that includes competent, courteous and able employees who are ready to assist citizens redeem their impounded vehicles and objects 24 hours a day, 7 days a week. This plan includes staffing the office at a minimum from 7:00 A.M until 7:00 P.M., Monday through Saturday, with phone availability 24 hours a day, 7 days a week for an after-hours, on-call response.	✓	
XVIII.	I have a staffing plan that includes an individual on duty and physically present at the storage area for evidentiary impounds at all times of the day and night, when evidentiary property is being stored.	✓	
XIX.	I have a staffing plan that includes an individual on duty at all times of the day and night, who can take/relay telephone and/or radio directions from the City of Huntsville.	✓	
XX.	I will not knowingly employ, hire for employment, or continue to employ an unauthorized alien or illegal immigrant to perform any work required under the terms of this contract.	✓	
XXI.	I will not knowingly employ, hire for employment, or continue to employ any person convicted of a felony within the last ten (10) years to perform any work required under the terms of this contract.	✓	
XXII.	I have attached this staffing plan to this form.		
XXIII.	By the 15th day of each month throughout the duration of the contract, I will provide a roster of full-time paid positions of wrecker operators and on-site personnel involved in the performance of the City of Huntsville contract to the Huntsville Police Department and Procurement Services. The roster will include the employee's name, the employee's work days and the employee's work hours.	✓	
XXIV.	I have performed wrecker services for a minimum of three (3) out of the last four (4) years.	✓	
1.	I performed wrecker services from October 1, 2024 to Date of Bid.	✓	
2.	I performed wrecker services from October 1, 2023 to October 1, 2024.	✓	
3.	I performed wrecker services from October 1, 2022 to October 1, 2023.	✓	
4.	I performed wrecker services from October 1, 2021 to October 1, 2022.	✓	
XXV.	My business, or an entity in which I have an ownership interest has declared bankruptcy during the last seven (7) years.		✓
XXVI.	I have declared personal bankruptcy during the last seven (7) years.		✓
XXVII.	I have attached a sealed copy of any bankruptcy charges, orders or plans related to any and all bankruptcy referred to above.		✓
XXVIII.	My business or an entity in which I have an ownership interest currently has a tax lien against it or has previously had a tax lien against it.		✓
1.	Name of Lienholder: Amount of Lien: Date of Lien: Status of Lien: N/A		✓
2.	Name of Lienholder: Amount of Lien: Date of Lien: Status of Lien: N/A		✓

3.	Name of Lienholder: Amount of Lien: Date of Lien: Status of Lien: N/A		↘
XXIX.	I have a tax lien against me or have previously had a tax lien against me.		
1.	Name of Lienholder: Amount of Lien: Date of Lien: Status of Lien: N/A		↘
2.	Name of Lienholder: Amount of Lien: Date of Lien: Status of Lien: N/A		↘
3.	Name of Lienholder: Amount of Lien: Date of Lien: Status of Lien: N/A		↘
		YES / AGREE	**NO / DISAGREE**
XXX.	I have attached a copy of documentation, orders, pleading, etc. pertaining to all tax liens set out above.		↘
XXXI.	In the last seven (7) years, I have had a contractual default taken against me, my business, and /or any entity in which I have an ownership interest.		↘
XXXII.	In the last seven (7) years, one (1) or more of my proposed drivers has had an at-fault fatality accident. Additional information may be requested by the City at the time of bid evaluations.		↘
XXXIII.	I have attached a copy of documentation, orders, pleadings, etc. pertaining to any contractual default referred to above.		↘
XXXIV.	While fulfilling the terms of a previous contract with the City of Huntsville, my business and/or I had a situation, problem and/or incident that was not immediately addressed and remedied.		↘
1.	Date of Incident: Nature of Complaint: Resolutions:		↘
2.	Date of Incident: Nature of Complaint: Resolutions:		↘

3.	Date of Incident: Nature of Complaint: Resolutions:		↘
XXXV.	I own and shall maintain adequate storage space for all impounded motor vehicles and impounded objects as requested by the City in one (1) central location, including an enclosed storage space that is used exclusively for the storage of evidentiary impounded vehicles and objects as well as an enclosed storage space that is used exclusively for all other vehicles and objects impounded pursuant to this Agreement.	↘	
XXXVI.	I lease and shall continue to lease adequate storage space for all impounded motor vehicles and impounded objects as requested by the City of Huntsville in one (1) central location, including an enclosed storage space that is used exclusively for the storage of evidentiary impounded vehicles and objects as well as an enclosed storage space that is used exclusively for all other vehicles and objects impounded pursuant to this Agreement..	↘	
XXXVII.	The address of my storage location is:		
1.	Name in which lease is under: Roadside Towing & Collision Street Address: 2327 N. Memorial Pkwy City: Huntsville Al. 35810 Zip Code:		
XXXVIII.	The storage location referred to above meets, and shall continue to meet throughout the duration of the contract, the following conditions:	**YES**	**NO**
1.	Is located within the City of Huntsville city limits.	↘	
2.	Is located within 10 miles of the City of Huntsville Administration Building located at 305 Fountain Circle, Huntsville, AL 35801.	↘	
3.	Is a minimum of 100,000 square feet in one central location.	↘	
4.	Is paved with asphalt, concrete and/or compacted crushed limestone sufficient to create a firm foundation in all areas used for parking and storing impounded vehicles and objects.	↘	
5.	Is completely enclosed within a six (6) foot high chain link fence, or other suitable fencing material first approved by the City of Huntsville.	↘	
6.	Is completely surrounded by LED lighting of a sufficient degree of intensity to cover the entire storage area from all angles to accommodate vehicle security.	↘	
7.	Has the following LED lighting fixture(s):	↘	
A.	Type: Cooper Night Falcon Intensity: 16,932 Lumens Number: 4 Lights N, S, E, W, Directions Locations: Front lot		
B.	Type: Cooper Night Falcon Intensity: 16932 Lumens Number: 4 Lights N, S, E, W Directions Locations: Back lot		
C.	Type:		

	Intensity: Number: Locations:		
D.	Type: Intensity: Number: Locations:		
8.	Is designed to have video surveillance coverage from all angles inside the fenced lot at all times. The video recording shall be maintained and available to the City of Huntsville Police Department upon request for a minimum of 60 days from the date of recording.	✓	
9.	Is designed to allow safe movement between vehicles and other impounded objects by authorized personnel.	✓	
10.	Is designed to allow the acquisition of identifying information from vehicles and other impounded objects by authorized personnel.	✓	
11.	Is designed to prevent any unauthorized access by individuals to the vehicle and impounded objects.	✓	
12.	Is designed to prevent the acquisition of identifying information from vehicles and other impounded objects by authorized personnel.	✓	
13.	Shall be used exclusively for the storage of vehicles and objects impounded pursuant to this agreement or contract with the City of Huntsville.	✓	
14.	Is in conformity with all applicable legal requirements, laws, and ordinances regarding its location(s), lot(s) and features, including but not limited to, the City of Huntsville's zoning ordinance.	✓	
15.	I have attached a location diagram, pictures of the lot, fencing and fixtures, which details and describes the storage area, fencing and fixtures.	✓	
16.	My business, my employees and I shall comply with all federal, state and local laws and regulations in the performance of this contract.	✓	
XXXIX.	INSURANCE AND E-VERIFY:	**YES/AGREE**	**NO/DISAGREE**
1.	I have attached my current Certificate of Insurance and E-Verify Information for my company.	✓	
XL.	TOWING SERVICES FOR SPECIAL ACTIVITIES	**YES/AGREE**	**NO/DISAGREE**
1.	I will make available one (1) Rollback wrecker, listed in Section II for special activities, as needed by the City of Huntsville	✓	
2.	I understand that these special activities may include removing vehicles, objects and accompanying debris from roadways designated by the City of Huntsville during a specified time period.	✓	
XLI.	I understand that during these special activities, City of Huntsville will request that I supply a Rollback wrecker for a specified time period at a specified location.	✓	
XLII.	If I am unable to work the special activity as requested, I understand that the City of Huntsville may obtain substitute wrecker services from a third-party wrecker service that is on the City's "Next In Line" list.	✓	
XLIII.	I understand that I will be paid an hourly rate to sit and be ready during the times requested by the City of Huntsville for the special activity even if I do not perform tow services.	✓	
XLIV.	I understand that in addition to the hourly rate that I will be paid a fixed rate for each vehicle removed from the road and out of the path of traffic during the special activity.	✓	

XLV.	I understand that I shall notify City of Huntsville within one (1) hour of the special activity if I am unavailable, and that the City of Huntsville will contact another towing company to work that scheduled time.	↘	
XLVI.	I understand that the City of Huntsville will tell me the location to stage or position the wrecker during the special activity and will tell me where to bring any vehicles or objects removed from the road.	↘	
XLVII.	I understand that the City of Huntsville may obtain substitute wrecker services from a third-party wrecker service that is on the City's "Next In Line" list or Rotation roster, if my wrecker does not arrive at the designated staging location for the special activity by the designated start of the special activity.	↘	
XLVIII	**LARGE SCALE DEBRIS CLEANUP AND CONTENT REMOVAL**	**YES/AGREE**	**NO/DISAGREE**
1.	I understand that in the event of a large scale crash requiring impoundment, I am responsible for cleanup of the debris and removal of all spilled content from tractor-trailers, dump trucks, flatbeds, etc.	↘	
2.	I understand that in the event of a large scale crash or spill I am responsible for any additional equipment or personnel utilized to assist with cleanup and removal of spilled content and debris in order to complete the job.	↘	
3.	I understand that in the event of a large scale crash or spill I will be paid a fixed hourly rate for any additional employees or equipment necessary for cleanup and removal of all spilled content and debris.	↘	

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

James R Hall

Doing-Business-As Name of Proposer:

Roadside Towing & Collision

Principal Office Address:

2327 N. Meml. Pkwy
Huntsville AL. 35810

Telephone Number: 256-533-0809 / 256-837-6950

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: N/A
Location of incorporation: _____
The corporation is held: Publicly ___ Privately ___

Names and titles of corporate officers:

James R Hall Owner

Partnership Statement

If a partnership, answer the following:

Date of organization: N/A.
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:

None

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

None

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.

James R Hall
Signature of Proposer

James R. Hall
Print or Type Name of Proposer

1-2-26
Date

Roadside Towing & Collision
Legal Name of Firm

2327 W. Mead Pkwy
Mailing Address

Huntsville AL 35810
City State Zip Code

256-533-0809
Phone Fax

roadside collision@gmail
Email Address

Website Address

APPENDIX D
REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information: James R Hall Jr

- Legal name(s) (include "doing business as", if applicable): Roadside Towing & Collision.
- City of Huntsville current taxpayer identification number (if available): 26485846. (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: James R Hall Title (if applicable): Owner

Type or legibly write name: James R Hall Date: 1-2-26

APPENDIX F
SPECIAL TERMS & CONDITIONS

REQUIREMENTS OF THE CITY

1. The City hereby agrees to utilize the wrecker and towing services of the Contractor for the purpose of removing from places within the City limits of the City of Huntsville, Alabama, abandoned motor vehicles which are removed from places within the City limits of the City of Huntsville under and pursuant to Code of Alabama §§ 32-5A-139, 32-13-1 *et seq.*, as may be amended, and "Chapter 25, Article II, Division 2, as may be amended, of the Code of Ordinances for the City of Huntsville." The City hereby agrees to utilize the services of the Contractor for the purpose of storing such abandoned motor vehicles until the same have been released by the impounding authority or advertised and sold under the authority of Code of Alabama §§ 11-47-116, 32-13-1 *et seq.*, as may be amended, or "Chapter 25, Article II, Division 2, as may be amended, of the Code of Ordinances for the City of Huntsville."

2. The City of Huntsville also hereby agrees to utilize the services of the Contractor for the purpose of storing such vehicles which are impounded as a result of a traffic accident or a criminal action where no adequate City-owned storage facility or lot is available, and until such time as the vehicle is released by the impounding authority. The City hereby agrees to utilize the services of the Contractor in cases where vehicles are removed from public streets because of said vehicles being without proper protection by reason of the person in charge or control thereof having been arrested and incarcerated or any other reason set forth in Code of Alabama §§ 32-5A-139 or 32-6-19 until said vehicles have been released by the impounding authority or advertised and sold under the authority of Code of Alabama §§ 11-47-116, 32-13-1 *et seq., as may be amended,* or "Chapter 25, Article II, Division 2, as may be amended, of the Code of Ordinances for the City of Huntsville."

3. Additionally, the City agrees to utilize the wrecker and towing services of the Contractor in cases where non-motorized vehicles or other non-vehicular objects or items of any kind weighing less than 1,000 lbs. (hereinafter collectively "items weighing less than 1,000 lbs.") are impounded and to use the storage services of the Contractor where no adequate City-owned storage facility or lot is available, and until such time as the object or item is released by the impounding authority.

4. The City agrees to utilize the wrecker and towing services of the Contractor in cases where seized vehicles are required to be towed to a storage facility or lot.

5. The City will assist the Contractor with street locations, as needed. Contractor may contact police dispatch for assistance in determining street locations. The City's assistance with street location in no manner diminishes the Contractor's responsibilities to determine street locations or provide wrecker services within the time frame provided in this Agreement.

6. The City agrees to utilize the wrecker and towing services of the Contractor for Special Activities, to include waiting at a specified location for a specified time period, retrieving evidentiary vehicles or objects from outside of the City limits, and removing vehicles, objects and accompanying debris from designated roadways. The City agrees to pay the hourly rate during Special Activities regardless as to whether any towing services are performed by Contractor, in addition to any applicable charges for towing vehicles or objects from the roadway.

7. The City agrees to utilize the wrecker and towing services of the Contractor for large scale debris cleanup and spilled content removal in the event of a large-scale crash or incident requiring impoundment and pay the hourly rate for any additional personnel or equipment necessary to complete the job.

8. The City shall reimburse the Contractor for mileage at the standard mileage reimbursement rate utilized by the City for any services outside of the City limits.

DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

1. The Contractor hereby covenants and agrees that adequate space for the storage of all motor vehicles and impounded objects as requested by the City shall be furnished and maintained at all times throughout the duration of this Agreement, as follows:

   (A) Storage space shall be provided for impounded motor vehicles and impounded items within the city limits of Huntsville, Alabama, or within 10 miles of the City of Huntsville Administration Building located at 305 Fountain Circle, Huntsville, Alabama 35801. Such storage space shall be pre-approved by the City of Huntsville. Separate lots shall be used to store general impounded vehicles and objects, and evidentiary impounded vehicles and objects. However, all lots shall be adjoining. In no event shall it be permissible to store general impounds with evidentiary impounds. If separate but adjoining lots are used, each lot shall comply with all lot requirements as provided in this contract. All areas of the space set aside to store vehicles or other objects impounded under this Agreement will be paved with asphalt, concrete or compacted crushed limestone sufficient to create a firm foundation for parking vehicles. No vehicle or object impounded under the contract will be stored on an unpaved surface.

   (B) The required minimum square footage for the storage locations shall be 100,000 square feet in one adjoining or central location. Video surveillance to cover the entire storage area from all angles, shall be required at all times (24 hours per day, 7 days per week), and the video recording shall be maintained and available to the City of Huntsville Police Department upon request for a minimum of 60 days from the date of recording.

   (C) The storage space shall be completely enclosed within a six (6) foot high chain link fence or other suitable fencing material first approved by the City. LED lighting of a sufficient degree of intensity to cover the entire storage area from all angles shall be installed in the storage area in order to accommodate vehicle security, allow safe movement by authorized personnel between vehicles, and permit the acquisition of identifying information from vehicles by authorized personnel. The type, intensity, number and location of each fixture will be submitted to Huntsville Police Department for approval.

   (D) The enclosed storage space shall be used exclusively for the storage of vehicles and objects impounded pursuant to this Agreement. In no event shall any other item be placed or mixed with property impounded under this Agreement without the express written authorization of Huntsville Police Department. All generally impounded vehicles and objects shall be stored in one location within the same lot. All evidentiary impounded vehicles shall be stored in one location within the same lot. General impounded vehicles and objects may not be stored or comingled with evidentiary impounded vehicles and objects.

      (i) A section of this storage area will be separately fenced in a manner consistent with the requirements stated above and shall be used solely for segregated storage of vehicles impounded as evidence. Any vehicle impounded as evidence will be so identified by an investigator or police supervisor. Access to the separately fenced area to be used for storage of vehicles impounded as evidence shall be locked at all times. Absolutely no person shall be permitted access to evidence impoundments without express written permission of an investigator and unless accompanied by an officer of Huntsville Police Department. The Contractor will not permit the viewing or photographing of property impounded for evidence purposes except by Huntsville Police Department personnel or as expressly authorized in writing by Huntsville Police Department.

      (ii) No person will be allowed to enter the storage space reserved for non-evidentiary vehicles and objects impounded pursuant to the Agreement unless the person produces identification, and said access is monitored by Contractor personnel. The Contractor will make and maintain written notes of any and all items retrieved from accessed vehicles.

      (iii) No person will be allowed to obtain or write down VIN numbers or tag numbers off of any impounded vehicles.

(iv) Sufficient space will be maintained between vehicles to accommodate ease of access by authorized personnel. Said space between vehicles shall permit the opening/closing of vehicle doors without undue risk of damage to surrounding vehicles.

(E) The Contractor shall maintain an individual on duty and physically present at the storage area for evidentiary impounds at all times of the day and night, when evidentiary property is being stored, to adequately safeguard said property. This person shall possess education, coherence and mental ability sufficient to maintain security and adequately protect all property. This person shall not be the same person as the wrecker operators and shall be prohibited from sleeping while on duty. In the event Contractor stores evidentiary property over a weekend, after-hours or holiday, contractor shall contact the City of Huntsville Police Department Records Division the next business day to make arrangements to have the evidentiary property transferred to the police department's evidentiary storage.

(F) The Contractor shall maintain an individual on duty at all times of the day and night to answer the phone within 5 minutes of the initial call or contact from the City and to promptly dispatch a wrecker to the designated location. This person shall possess education, coherence and mental ability sufficient to answer the phone and take/relay telephone or radio directions from the City at all times. It shall be the Contractor's responsibility to ensure that this person possesses the ability to determine street locations and routes to impoundment locations without needing to resort to Huntsville Police Department for instruction or explanation, except in the most unusual circumstances. This person shall not be the same person as the wrecker operators.

(G) The Contractor shall assist persons attempting to redeem impounded vehicles and objects in a prompt, professional and courteous manner 24 hours a day, 7 days a week. At a minimum, Contractor shall staff the office from 7:00 A.M. until 7:00 P.M., Monday through Saturday, unless a special closure has been pre-approved by the police department, i.e. specific holiday, and provide phone availability and accessibility when the office is not staffed. No additional charges or fees shall be made to any persons attempting to redeem impounded vehicles and objects during the standard operating hours of 7:00 A.M. until 7:00 P.M., Monday through Saturday, except as noted herein. A gate fee, including any fee to bring a vehicle from the storage lot to a vehicle owner, or owner, or allowing a vehicle owner to retrieve personal belongings or other items from a vehicle outside of regular business hours may be charged at the maximum rate set forth in Chapter 25 of the Code of Ordinances for the City of Huntsville. As of the date of this contract, the maximum after-hours rate allowed is $50.00.

(H) Because Contractor is responsible for safeguarding vehicles impounded by the City of Huntsville Police Department pending completion of investigation by the Police Department, all employees of the Contractor having access to City impounded vehicles, including wrecker operators, dispatchers, or any other employees who will be performing work under this contract, including paper work, and who will have access to the segregated storage used solely for the storage of City impounded vehicles, either evidentiary, or non-evidentiary, shall pass a background check. Contractor agrees that no person with any pending criminal charges, or having been convicted of a felony or misdemeanor related to his or her capability to provide wrecker services to the public in a safe and responsible manner, including but not limited to, drug and/or alcohol offenses, assault, theft, sex crimes, murder, burglary and/or homicide within the last ten (10) years, shall be allowed to provide any wrecker operator services required under this contract: and no non-wrecker operator employees who have been convicted of a felony within the last ten (10) years shall perform any type of work required under this contract. Contractor is responsible for obtaining said background checks, as well as all fees and costs associated therewith. New employees hired within the term of this contract shall also submit to said background checks. During the term of this contract, the Contractor agrees to immediately notify the City of any new employees who satisfy the criteria stated above.

(I) The Contractor shall be solely responsible for and liable for any damages relating to missing or stolen personal effects or items which were present and documented in the vehicle at the time it was impounded.

(J) The Contractor shall provide adequate wraps, covers, etc. to protect impounded vehicles from additional damage created by broken windows and destructive weather.

(K) The Contractor shall assist representatives of the City in gaining access to and obtaining proper identification of any vehicle stored on its property so that proper identification of the vehicle can be made. Such assistance may include gaining access to the interior of the vehicle.

(L) The Contractor acknowledges that, under the laws of the State of Alabama, no lien, mechanic's lien or otherwise, attaches to personal property left in an impounded vehicle.

(M) At all times, the lot, its location, and its features shall conform with all legal requirements, including, but not limited to, the City's zoning ordinance.

2. The Contractor shall provide, maintain and devote at least seven (7) fully operational wreckers, including five (5) rollbacks, one (1) medium duty with twelve (12) ton minimum lift capability and one (1) heavy duty with thirty-five (35) minimum lift capability. All seven wreckers shall satisfy all legal and contractual requirements for the provision of services under this Agreement and shall carry straps, ties and tarps to adequately cover any exposed load of any impounded vehicle to prevent debris, glass, metal, paper, oil, liquids, or other potential hazards from being cast upon the public street or property at all times (24 hours per day, 7 days per week). In addition, the Contractor shall provide, maintain and devote an appropriately licensed wrecker operator for each wrecker for the provision of services under this Agreement at all times (24 hours per day, 7 days per week) during the term of this Agreement. As a result of the foregoing, at all times (24 hours per day, 7 days per week) during the term of this Agreement, the Contractor shall be providing, maintaining and devoting at least seven (7) fully operational wreckers, which satisfy all legal and contractual requirements, and seven (7) appropriately licensed full time wrecker operators for the seven (7) wreckers at all times (24 hours per day, 7 days per week) for the provision of services under this agreement. Of the seven (7) appropriately licensed wrecker operators required above, at least two (2) of the operators shall hold a CDL Licenses at the time the contractor's bid is submitted, and at least two (2) more operators shall obtain CDL Licenses within four (4) months after the award of the contract. A total of four (4) CDL Licensed drivers shall be required within four (4) months for Contractor to remain in compliance with the bid terms and specifications. Contractor is solely responsible for screening all wrecker operators and making sure that all wrecker operators are appropriately licensed at all times. Any cost or fees associated with driver's license screens and/or background checks are the sole responsibility of the contractor.

3. On the **fifteenth (15th) day** of every month, the Contractor will provide a roster of full-time wrecker operators and on-site personnel involved in the performance of this Agreement. For each employee, the roster will state the name of the employee and his/her work days and work hours. In addition, for wrecker operators, the roster will provide the identification number of the wrecker that each operator will be operating during his/her work hours and the operator's commercial driver's license number. **These forms shall be received monthly.**

4. The Contractor shall provide a wrecker immediately and in no event later than forty-five (45) minutes following initial contact, at the location of all calls and requests at any time, day or night, made by the City for wrecker services within the corporate limits of the City, except where the Contractor is called to a DUI checkpoint, in which case the Contractor shall provide three (3) wreckers at the checkpoint location until such time as the DUI checkpoint is disbanded. As requested by the City, the Contractor shall tow said vehicles and objects to a City-owned storage facility or lot if available, or to Contractor's storage lot. The Contractor further agrees that should one or more of its wreckers be unavailable, it will furnish wrecker service through another firm, furnishing such services under such conditions as it may make with said third-party firm for the same fee to the City as provided herein. In the event that a third-party wrecker service is furnished by the Contractor all vehicles and objects so towed will be stored in a City-owned storage facility or lot if available, or the City's storage facility at the Contractor's location. The Contractor will assume all liability for payment of fees to any third-party wrecker service. Further, in the event that the Contractor fails to provide a wrecker(s) at the location of a call or request for services within forty-five (45) minutes of initial contact, the City shall be permitted to obtain substitute wrecker services from a third-party firm using the City's Rotation Roster. The substitute wrecker service will tow the vehicle to a City-owned storage facility or lot if available, or the City's storage space at the Contractor's location. The Contractor shall be responsible for payment of any and all costs associated with the acquisition of substitute wrecker services. The forty-five (45) minute deadline shall apply in all events described in this paragraph, including, but not limited to, situations where the Contractor receives multiple impoundment calls simultaneously, with the only exceptions being calls made for services:

a. at locations to which a wrecker is responding and is in route, but where the wrecker's progress is substantially slowed due to current traffic conditions. In this situation, the Contractor will not be held to the forty-five (45) minute standard so long as the Contractor contacts Huntsville Police Department Dispatch within thirty (30) minutes of the initial call for services and informs Dispatch personnel of the problematic traffic conditions, the wrecker's location, and the wrecker's estimated time of arrival.

b. in specified areas of the City, which, due to Contractor's business location and generally prevailing traffic conditions, Contractor cannot provide a wrecker within forty-five (45) minutes of initial contact. Contractor will be given an additional fifteen (15) minutes to provide a wrecker at locations covered by this exception. However, no exceptions will be made under this paragraph unless designated in advance and in writing by Huntsville Police Department.

In the event that the Contractor fails to present its wrecker(s) at the location at the designated time or comply with the terms of the exceptions noted above, the City will be permitted to obtain substitute wrecker services using the "Next in Line" list, under the conditions previously described in this subsection. In the event that the Contractor fails to answer the telephone within five (5) minutes of an initial call by Huntsville Police Department to request services, the City will be permitted to obtain substitute wrecker services using the "Next in Line" list under the conditions previously described in this subsection.

5. All wreckers used by Contractor will be clearly marked with the name of Contractor's company, its physical address and phone number consistent with requirements established in Section 25-75, as may be amended, of the City of Huntsville Code of Ordinances. All wreckers used by Contractor shall also comply with all city licensing and inspection requirements as provided in Sections 25-73 and 25-75, as may be amended, of the City of Huntsville Code of Ordinances.

6. The Contractor shall on each occasion that a vehicle is removed from the public streets as herein provided, remove from the public street or other public property at and about the scene of such damaged or wrecked vehicle, all glass, metal, debris, oil spills, or other hazards which may have been cast upon the public street or property.

7. The Contractor shall furnish to the City a copy of all receipts issued upon the return of all impounded vehicles showing an impoundment number, date of impoundment, date of release, towing charges, storage charges, the total amount owed to Contractor and location from which the vehicle was originally towed. Documentation regarding all releases of impounded vehicles, including releases where full or partial payment is due from the City, shall be provided to Huntsville Police Department on a weekly basis.

8. The Contractor agrees that no fuel surcharge may be automatically added to each impound. In the event of a significant increase in the price of fuel from the beginning of this contract, Bidder may request an equitable fuel surcharge per impound. Any fuel surcharge would require a written modification to the agreement and approval of the City Council.

9. The Contractor shall furnish the Huntsville Police Department Accounting Office, 2nd Floor, 815 Wheeler Avenue, all "Authorizations for Billing Wrecker Service Fee to the City of Huntsville" forms on a monthly basis with the Impoundment Release form attached and a complete listing of all charges to be reimbursed for that month. **These forms shall be received monthly** – example, June billing submitted by the 15th of July.

10. The Contractor agrees that no evidentiary impound will be released to any person until Contractor receives, in writing from the City, official notice that Huntsville Police Department has no further interest in the vehicle specified by both impound number and VIN. Evidentiary impounds shall be indicated on the top of the Huntsville Police Department Impound Sheet with the notation "Hold for Investigator (Investigator's Name)". The investigator's name should be included on the top of the Impound Sheet. The Contractor further agrees that once the City has released its hold over the vehicle, Contractor takes full legal responsibility for said vehicle and agrees to follow all pertinent local, state, and federal laws pertaining to notice and possessory entitlement when releasing the vehicle to an individual. Assuming full legal responsibility means, in part, that Contractor is solely responsible for determining possessory entitlement to the impounded vehicle or object and bears full legal responsibility should a claim arise regarding that determination of possessory entitlement. Contractor further agrees that upon release

of said vehicle, a fee equal to and in accordance with the rates herein established in Appendix A for the City shall be collected from the person removing the vehicle, but such amount collected shall be in lieu of any fee charged therefore to the City.

11. The Contractor agrees that general impounds may be released at any time after the Contractor takes possession of the vehicle. Possession occurs once an officer of the Huntsville Police Department hands the Contractor wrecker operator an official Huntsville Police Department Impound Sheet. A general impound is indicated by the absence of the "Hold for Investigator (Investigator's Name)". The investigator's name should be included on the top of the Impound Sheet. The Contractor further agrees that once it takes possession of the impound, Contractor takes full legal responsibility for said vehicle and agrees to follow all pertinent local, state, and federal laws pertaining to notice and possessory entitlement when releasing the vehicle to an individual. Assuming full legal responsibility means, in part, that Contractor is solely responsible for determining possessory entitlement to the impounded vehicle or object and bears full legal responsibility should a claim arise regarding that determination of possessory entitlement. Contractor further agrees that upon release of said vehicle, a fee equal to and in accordance with the rates herein established in Pricing Form for the City shall be collected from the person removing the vehicle, but such amount collected shall be in lieu of any fee charged therefore to the City.

12. In every instance where the Contractor impounds and stores an abandoned motor vehicle under this Agreement, whether pursuant to Code of Alabama §§ 11-47-116, 32-5A-139, 32-6-19, 32-13-1 *et seq.*, as may be amended, or "Chapter 25, Article II, Division 2, as may be amended, of the Code of Ordinances for the City of Huntsville", the Contractor on the tenth (10th) day of each and every month shall compile or cause to be compiled a list of those vehicles stored and not claimed which have been in storage for a period of thirty (30) days or more. **This list shall be provided to the City of Huntsville, Chief of Police, by the fifteenth (15th) day of every month**. Also included in this listing shall be all charges incurred to date on each vehicle itemized on a per-vehicle basis. Upon receipt of this list, the City shall be permitted fourteen (14) days to review the list and advise the Contractor in writing of specific instructions regarding the eligibility of any particular vehicle or stored object for sale. Upon such written notification from the City that a vehicle is eligible for sale, the Contractor may proceed with the sale of the vehicle by public auction pursuant to the provisions contained in Code of Alabama (1975) §§ 32-13-1 *et seq.*, as may be amended and, in addition, the public notice provision of Code of Alabama § 11-47-116. Stored vehicles and objects will be sold by public auction only, conducted pursuant to Code of Alabama §§ 32-13-1 *et seq*. The requirements of this paragraph shall not prevent the Contractor from providing the written notice required to the Department of Revenue and/or the owner and lienholder by Code of Alabama (1975) § 32-13-3, as may be amended, and Section 32-13-4, as may be amended for all vehicles subject to public auction prior to the notification to the City. All auction proceeds will be administered in the manner prescribed by Code of Alabama §§ 32-13-1 *et seq.*, as may be amended.

13. In all events, the Contractor agrees to provide advance written notice to the City of Huntsville of the time and date of the public auction. **This notice should be provided at least fourteen (14) days prior to the date of the auction.** The Contractor shall permit and the City retains the right to have one or more duly authorized representatives present and participating in the auction. The City shall have unlimited access to all records of charges and records of the transactions of the public auction. This right of access includes the right to audit such records for any vehicles towed, stored or auctioned pursuant to this agreement. Prior to each auction, the Contractor shall submit records of all charges on each vehicle to be auctioned. Records of transactions of the auction shall be provided to the City within five (5) days of each auction.

14. The Contractor further agrees that for each group of motor vehicles advertised for public sale in accordance with subsection 12 above that the total price to be paid for the services rendered by the Contractor for towing and storage shall in no event exceed the total proceeds from the sale of such vehicles at auction as held pursuant to Code of Alabama (1975) §§ 32-13-3, as may be amended, and § 32-13-4, as may be amended. To the extent that the total proceeds of the public auction exceed the total charges for the group of vehicles auctioned, the Contractor shall pay the balance remaining to the license director of Madison County, as provided in Code of Alabama (1975) § 32-13-6, as may be amended. However, should the total wrecker, storage and towing charges on a particular group of vehicles advertised and sold at public auction exceed the total proceeds from such sale at public auction for said group of vehicles, then the charge shall be the actual proceeds from such a sale.

15. The Contractor shall file reports of the sale of abandoned automobiles sold by public auction and shall be responsible for the payment of any filing fees, pursuant to Code of Alabama §§ 32-13-1 *et seq.*, as may be amended. No fees incurred by the Contractor to report or enter vehicle information on the ALDOR Unclaimed/Abandoned vehicle portal may be charged if the vehicle is redeemed or returned to the owner or his designee within two calendar days. After two calendar days, no more than $150.00 per vehicle may be charged for fees associated with reporting or entering vehicle information on the ALDOR Unclaimed/Abandoned vehicle portal.

16. The Contractor shall work diligently towards assuring that inventories remain as small as possible. The Contractor also agrees to maintain a lot and provide services as required by this contract for an unspecified period of time (not to exceed one-hundred fifty (150) days) in order to allow for the proper disposal of vehicles after the expiration date of this contract. All vehicles impounded under this Agreement will be included in the final (or a preceding) auction occurring during this period unless a vehicle is not eligible for auction under governing law, in which case the Contractor shall notify the City of such fact prior to the time of publication of the final auction. The Contractor shall forfeit any fees due and owing on any vehicle improperly excluded from the final auction and shall permit the City to immediately remove said vehicle from the Contractor's lot. The Contractor may elect not to provide this additional service, but in doing so, shall provide the City with written correspondence stating such as well as stating that it understands that it will forfeit any fees due upon said vehicles, which will be removed from the lot within five (5) working days of the expiration of this contract. Such written notice shall be provided no later than thirty (30) calendar days prior to the expiration date of the contract.

17. Contractor will comply with all federal, state and local laws and regulations in its performance under this Agreement.

18. Contractor understands and agrees that time is of the essence in its performance under this Agreement.

19. Each and every requirement of this Agreement shall be furnished, maintained or provided by the Contractor throughout the duration of this Agreement.

20. Failure to comply with any requirement of this section shall be considered a material breach of this Agreement which shall subject the contract to termination.

21. Contractor agrees to provide one (1) of its five (5) Rollback Wreckers listed in Appendix B for Towing Services for Special Activities as needed by the City of Huntsville. Special Activities may include any special circumstances where the City needs a wrecker to be on standby for an extended period of time, as determined by the City. The Contractor will position the wrecker at a location designated by the City to perform services as needed. The Contractor will be paid an hourly rate to wait at a designated location for any needed towing services during the Special Activities, and any applicable charges for towing vehicles or objects from the roadway. The Contractor agrees to provide the wrecker during the times designated for the Special Activities by the City, and to remove any vehicles, objects, debris, glass, metal, oil spills, or other hazards to a location specified by City. During the Special Activities, Contractor shall not perform any routine towing services for any private vehicles with the same wrecker utilized for the Special Activities.

22. Contractor shall notify City within one (1) hour of the Special Activities' designated start time if Contractor is unable to fulfill the services needed for the Special Activity. Further, the City shall be permitted to obtain substitute wrecker services from a third-party firm using the City's Rotation Roster if the Contractor is unable to fulfill the services needed. If Contractor fails to arrive at the designated location for the designated Special Activity by the start time, City may obtain substitute wrecker services from a third-party firm using the City's Rotation Roster.

23. Contractor agrees to provide any equipment and/or additional personnel necessary to clean up debris and remove spilled content from large scale accidents, tractor-trailer accidents or other large scale spills. The Contractor will be paid a fixed hourly rate for any additional personnel or extra equipment. All applicable provisions set forth in subsection 4 above are hereby adopted as if set out in full.

24. Contractor shall remain in good standing with the City's Rotation Roster as set forth in City Ordinance Sec. 25-96.

25. Contractor shall provide services under this contract that are consistent with all of Contractor's responses provided in Appendix B of Contractor's Bid.

26. Contractor agrees that at the end of the contract there will be smooth transition of documentation, records, evidentiary vehicles and objects and/or impounded vehicles and objects to any new Contractor, who will be providing towing and impoundment services for the City pursuant to a future contract or bid. All impounded and evidentiary vehicles and/or objects stored on Contractor's lot that are due to be moved, as determined by City, shall be towed to a location designated by the City for transfer of custody to the new Contractor.

27. Contractor agrees that all terms of this contract shall remain in full force and effect until the last evidentiary vehicle or object and all impounded vehicles and objects are moved, removed or redeemed from Contractor's storage lots.

MISCELLANEOUS.

1. The parties agree that the non-enforceability or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

2. The section headings contained herein are only for convenience and reference and are not intended to be part of this Agreement or in any manner to define, limit or describe the scope and intent of this Agreement for the particular paragraph to which they refer.

3. Any and all notice or other communications required or permitted by this Agreement or by law to be served on or given to any party hereto, by another party to this Agreement, shall be in writing, and shall be deemed duly served when personally delivered to the party, City or Contractor, to whom they are directed, or in lieu of such personal service, when deposited in the United States Mail, First Class, Postage Prepaid, Certified Mail, Return Receipt Requested and addressed as follows:

City: City of Huntsville, Alabama
P.O. Box 308
Huntsville, Alabama 35804-0308
Attention: HPD, Chief of Police

Contractor: Roadside Towing & Collision
2327 W Mem Pkwy
Huntsville AL. 35810
Attention: James R. Duke

If either party hereto changes its address for purposes of this agreement, the party so changing shall give the other party appropriate written notice of change of address in the manner specified above.

4. The intent of this Agreement is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred from this Agreement as necessary to produce the intended result shall be provided by Contractor.

5. It is expressly understood that this Agreement sets forth the entire agreement of the parties and supersedes any prior written or oral agreements and supersedes any prior contractual performance or working relationship between them concerning the subject matter contained herein, oral or otherwise, and that there is no other agreement between the parties other than that contained herein.

6. The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Agreement shall not imply that any other, nonspecified act, failure, refusal, omission, event, occurrence or condition shall not be deemed to constitute a material breach of this Agreement.

7. The parties further agree to sign any and all instruments or documents necessary to carry out the full purpose and intent of this Agreement.

8. Contractor shall not assign its rights nor shall it delegate any of its duties under this Agreement, except as expressly provided herein or otherwise expressly approved in writing by the City. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon the parties and their successors in interest.

9. Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party.

10. Contractor will not subcontract any of the work required to be performed under this Agreement without prior written consent of the City. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract terms or conditions, acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Contractor of any responsibility for performing this Agreement.

11. This Agreement shall be governed and interpreted pursuant to the laws of the State of Alabama.

12. If any portion of this Agreement is held to be invalid, such provision shall be considered severable and the remainder of this Agreement or any provision hereof shall not be affected.

CONTRACTOR NAME AND INFORMATION:

Jm R Hall
(Authorized Signature)

James R. Hall
(Printed Signature Name)

Roadside Towing & Collision
(Full Company Name)

Roadside Towing & Collision
(DBA) If applicable

2327 N Memorial Pkwy Huntsville AL 35810
(Company Address)

256-533-0809
(Contact Phone Number)

JAMERHA-01 THEATH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2025

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Tina Heath
Robertson Ryan - Memphis 5148 Elmore Road, Suite 3 Memphis, TN 38134	PHONE (A/C, No, Ext): (901) 800-5994 1994 FAX (A/C, No): E-MAIL ADDRESS: theath@robertsonryan.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LEXINGTON INSURANCE COMPANY	19437
INSURER B : NEW HAMPSHIRE INSURANCE COMPANY	23841
INSURER C : General Star Indemnity Company	11967
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

James Robert Hall dba Roadside Towing
857 Honea Lane
New Hope, AL 35760

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:	X	X	41-LX-081189512-0	1/18/2025	1/18/2026	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	01-CA-060783332-0	1/18/2025	1/18/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			IXG679409A	1/18/2025	1/18/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	GKLL			01-CA-060783332-0	1/18/2025	1/18/2026	See Below	
A	Motor Truck Cargo			41-LX-081189512-0	1/18/2025	1/18/2026	$1000 ded	300,000

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

GarageKeepers Legal Liability (including autos on hook):
$500,000 limit with $500/$2,500 deductible comprehensive & $500 ded. collision
@ 2327 Memorial Parkway N, Huntsville, AL 35810
$500,000 limit with $500/$2,500 deductible comprehensive & $500 ded. collision
@ 2514 Washington St. NW, Huntsville, AL 35811

MOTOR TRUCK CARGO VEHICLE SCHEDULE:
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

The City of Huntsville, It's Officers, Employees, Agents, and Specified Volunteers ATIMA
308 Fountain Circle
Huntsville, AL 35801

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

Charles G. Robertson

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AGENCY CUSTOMER ID: JAMERHA-01 THEATH

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Robertson Ryan - Memphis	James Robert Hall dba Roadside Towing 857 Honea Lane New Hope, AL 35760 Madison
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
VIN 1FVACWFCXJHJU1584, 2018 Freightliner M2 Rollback
VIN 1HTSCAAM0YH240205, 2000 International 4700 Med wrecker
VIN 1XP5DB9X5XD485226, 1999 Peterbilt 379 Large wrecker
VIN 1FVACWFC4KHKJ5440, 2019 Freightliner M2 Rollback
VIN 1FVACWFC8LHLM1172, 2020 Freightliner M2 Rollback
VIN 5KJJALDR7CPBM6117, 2012 Western Star 4900
VIN 3AKNGNDR4LDLS7769, 2020 Freightliner Coronadi Large wrecker
VIN 1FDUF5GT3RDA14344, 2024 Ford F550 Rollback
VIN 1HTEUMML0SS238012, 2025 International MV607 Rollback

30 Day Notice of Cancellation Applies. 10 Day Notice of Cancellation Applies in the event of non-payment of premium.

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ALABAMA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER: **23841**

COMPANY: **NEW HAMPSHIRE INSURANCE COMPANY**

[X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER: **01-CA-060783332-0**

EFFECTIVE DATE: **01/02/2026**

EXPIRATION DATE: **01/18/2026**

YEAR: **2006**

MAKE/MODEL: **International M2**

VEHICLE IDENTIFICATION NUMBER: **1HTMMAAMX6H233037**

AGENCY/COMPANY ISSUING CARD

Robertson Ryan - Memphis
5148 Elmore Road, Suite 3
Memphis, TN 38134

INSURED

James Robert Hall dba Roadside Towing
857 Honea Ln
New Hope, AL 35760

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

POLICY PROVIDES THE MINIMUM INSURANCE PRESCRIBED BY LAW.

ACORD 50 AL (2007/10)

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An official website of the United States government Here's how you know

E-Verify Menu

My Company Account

My Company Profile

Company Information

Company Name
ROADSIDE TOWING

Doing Business As (DBA) Name
ROADSIDE TOWING

Company ID
1598111

Enrollment Date
Oct 13, 2020

Employer Identification Number (EIN)
631172845

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
5 to 9

NAICS Code
485

Sector
Transportation and Warehousing

Subsector
Transit and Ground Passenger Transportation

Edit Company Information

Employer Category

Employer Category

Local Government

Edit Employer Category

Company Addresses

Physical Address

2327 N MEMORIAL PKWY SUITE D
HUNTSVILLE, AL 35810

Mailing Address

857 HONEA LANE
NEW HOPE, AL 35760

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT **DATE:** 01/21/2026
FROM: AUTUMN MCCORD **DEPT:** FLEET SERVICES
BID #: 24-2026-15 **COMMODITY/SERVICE:** AUTOMOTIVE LIGHTING, ASSO

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND PRO-FIT ALABAMA

RECOMMENDATION: PLEASE AWARD THE ABOVE BID TO PRO-FIT ALABAMA AS THEY WERE THE SOLE RESPONSIVE BIDDER.

DESCRIPTION	PRICE	UOM	COMMENT
1. FEDERAL SIGNAL VALOR BW FRONT BAR REAR	$3,021.25	EACH	
2. FEDERAL SIGNAL HOOK KIT 2020 FPIU	$75.00	EACH	
3. FEDERAL SIGNAL PATHFINDER SIREN ALL DIGIT	$1,047.50	EACH	
4. FEDERAL SIGNAL OBD INTERFACE CABLE 25FT F	$142.50	EACH	
5. FEDERAL SIGNAL FPIU SPEAKER BRACKET NO D	$39.75	EACH	
6. FEDERAL SIGNAL DUAL RUMBLER KIT	$481.50	EACH	
7. FEDERAL SIGNAL 2020 FPIU RUMBLER MOUNTIN	$57.75	EACH	

INITIAL PURCHASE: UNKNOWN
FUNDING SOURCE: MULTIPLE
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: 2026.01.21 13:59:02 -06'00'
Department Head Date

Tamara M Yancy Digitally signed by Tamara M Yancy Date: 2026.01.21 14:52:58 -06'00'
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 2

TO: PROCUREMENT **DATE:** 01/21/2026
FROM: AUTUMN MCCORD **DEPT:** FLEET SERVICES
BID #: 24-2026-15 **COMMODITY/SERVICE:** AUTOMOTIVE LIGHTING, ASSO

DESCRIPTION	PRICE	UOM	COMMENT
8. FEDERAL SIGNAL 3" RED/WHITE INTERIOR LIGH	$75.00	EACH	
9. FEDERAL SIGNAL FLUSH MOUNT LED BLUE, REA	$81.25	EACH	
10. FEDERAL SIGNAL MICROPULSE WIDE ANGLE BI	$147.50	EACH	
11. FEDERAL SIGNAL UNDER MIRROR BRACKET FO	$33.75	EACH	
12. FEDERAL SIGNAL MPS BLUE/WHITE, ABOVE RE	$178.50	EACH	
13. FEDERAL SIGNAL MICROPULSE ULTRA BLUE/W	$127.50	EACH	
14. FEDERAL SIGNAL CHARGER SPEAKER BRACKE	$39.75	EACH	
15. FEDERAL SIGNAL 100W SPEAKER	$314.25	EACH	
16. FEDERAL SIGNAL 8 HEAD CN SIGNALMASTER B	$1,126.50	EACH	
17. FEDERAL SIGNAL PATHFINDER HANDHELD SIR	$1,206.25	EACH	
18. FEDERAL SIGNAL OBD INTERFACE CABLE 25FT	$142.50	EACH	
19. FEDERAL SIGNAL MPS6 SWIVEL BRACKET	$29.25	EACH	
20. FEDERAL SIGNAL LONG L BRACKET FOR REAR	$53.25	EACH	
21. FEDERAL SIGNAL MICROPULSE ULTRA BLUE/W	$127.50	EACH	
22. FEDERAL SIGNAL HIDEAWAY LED BLUE, REAR	$78.75	EACH	
23. FEDERAL SIGNAL 53" ALLEGIANT AMBER FRON	$2,825.25	EACH	
24. WHELEN 81" FREEDOM IV LIGHTBAR	$3,812.50	EACH	
25. WHELEN 72" FREEDOM IV LIGHTBAR	$3,130.00	EACH	
26. LABOR RATE PER HOUR FOR INSTALLATION/RE	$85.00	PER HR.	
27. LABOR RATE PER HOUR FOR ONSITE (2739 Johns	$85.00	PER HR.	
28. SERVICE CALL RATE	$85.00	PER HR.	
A1. T-SERIES STUD MT DUO BLU/WHT	$100.00	EACH	
A2. DUAL SHROUD ADHESIVE MOUNT	$37.50	EACH	
A3. DUO LINEAR ION BLU/WHT SMK BLK	$110.00	EACH	
A4. DUO LINEAR ION BLUE/WHITE BLK	$103.75	EACH	
A5. ION REVERSED UNIVERSAL MT	$10.00	EACH	
A6. WeCanX TRACER 2-LAMP HOUSING	$410.00	EACH	
A7. CORE CONTROL POINT	$0	EACH	$0, NO CHARGE
A8. VERTEX SUPER-LED DUO BLU/WHT	$70.00	EACH	
A9. SIREN AMP W/ HAND-HELD CONTROL	$437.50	EACH	

BID AWARD CONTINUATION PAGE 3

Revised 10/22/2012

HUNTSVILLE
The Star of Alabama

TO: PROCUREMENT SERVICES
FROM: AUTUMN MCCORD
BID NUMBER: 24-2026-15 DATE: 01/21/26
COMMODITY/SERVICE: AUTOMOTIVE LIGHTING, ASSOC. EQUIP. INSTALL, REMOVAL, AN

Description	Price	UOM	Comment
A10. SA315U SPEAKER, BLACK PLASTIC	$ 156.25	EACH	
A11. SA-315 MOUNT KIT UNIVERSAL	$ 31.25	EACH	
LABOR TOTAL IF (A1-11 IS PURCHASED AS PACKAGE	$ 1,317.50	TOTAL	
B1. 51" VALOR LIGHT BAR, FS JOIN, TRI COLOR, FRONT RED/BLUE/WHITE WITH TAKE DOWN AND FULL SCENE CAPABILITIES	$ 2,902.82	EACH	
B2. STRAP KIT, 2020+ FPIU	$ 72.06	EACH	
B3. MICROPULSE WIDE ANGLE, DUAL COLOR, BLUE/AMBER/WHITE	$ 160.93	EACH	
B4. UNDERMIRROR MOUNTING KIT, 2025+ FPIU	$ 32.43	EACH	
B5. PATHFINDER 400 WATT SIREN/LIGHT CONTROLLER	$ 1,570.91	EACH	
B6. AS124 SPEAKER 100W	$ 217.62	EACH	
B7. NO DRILL GRILL BRACKET, MOUNTS (2) AS124 SPEAKERS	$ 85.03	EACH	
B8. MICROPULSE ULTRA, TRI COLOR, BLUE/AMBER/WHITE	$ 144.12	EACH	
B9. MICROPULSE ULTRA, TRI COLOR, RED/BLUE/AMBER	$ 144.12	EACH	
B10. 416309 FLUSHMMOUNT LED, BLUE/AMBER/WHITE	$ 84.07	EACH	
B11. COMMANDER 3" COMPARTMENT LIGHT, RED/WHITE	$ 72.06	EACH	
B12. DUAL RUMBLER WOOFER COMPACT KIT	$ 448.93	EACH	
B13. RUMBLER MOUNTING KIT, 2025+ FPIU	$ 54.05	EACH	
B14. OBD INTERFACE CABLE, 16 FOOT, 2025+ FPIU	$ 136.91	EACH	
B15. GRILLE BRACKET FOR QTY 2 MPS 26 FPIU	$ 36.03	EACH	
B16. 32 PORT EXPANSION MODULE WITH BCM DISCONECT	$ 339.88	EACH	
B17. PATHFINDER SYNC MODULE	$ 268.78	EACH	
B18.WIRING HARNESS KIT	$ 1,699.17	EACH	
B19. EXPANSION MODULE	$ 270.23	EACH	
B20.AUTOMATIC TIMER DISCONNECT	$ 135.30	EACH	
B21. FUSE BLOCK	$ 48.34	EACH	
B22. TRI-LOCK, SINGLE CELL MOUNTED, DUAL WEAPON GUN RACK FOR '20+ FPIU	$ 542.08	EACH	
B23. ELECTRONIC STORAGE, FALSE FLOOR, ELECTRONICS TRAY, PIU 2020+, POLY COATED	$ 372.08	EACH	
B24. ELECTRONIC STORAGE, ACCESSORY, ORGANIZER, DUAL FLARE BOX, PIU 2020+, POLY COATED	$ 838.77	EACH	
B25. BOX, SINGLE DRAWER, 38" W X 21" D X 10" H, INCLUDES ELECTRONIC SLAM LATCH, DUAL PADDLE LATCHES, 500# DRA	$ 1,205.20	EACH	
B26. ELECTRONIC STORAGE, ACCESSORY, FALSE FLOOR, ELECTRONIC TRAY, BIRCH BOARD INSERT, 35"W X 21"D, FITS ALL	$ 63.80	EACH	
B27. SINGLE CELL PRISONER TRANSPORT SYSTEM FOR FORD PI UTILITY (2020+)	$ 1,742.69	EACH	
B28. MOTOROLA RADIO BRACKET	$ 70.19	EACH	
B29. MOTOROLA REAR RADIO POWER GROUND	$ 40.25	EACH	
B30. MOTOROLA FRONT RADIO, POWER GROUND AND SPEAKER	$ 64.09	EACH	
B31. MOTOROLA 17FT COM CABLE	$ 118.32	EACH	

BID AWARD CONTINUATION PAGE 3

Revised 10/22/2012

HUNTSVILLE
The Star of Alabama

TO: PROCUREMENT SERVICES
FROM: AUTUMN MCCORD
BID NUMBER: 24-2026-15
DATE: 01/21/26
COMMODITY/SERVICE: AUTOMOTIVE LIGHTING, ASSOC. EQUIP. INSTALL, REMOVAL, AN

Description	Price	UOM	Comment
B32. MOTOROLA VOICE RADIO SPEAKER	$ 83.60	EACH	
B33. MOTOROLA ANT 762-870 MHZ 3DB STUBBY THRU HOLE MU	$ 67.47	EACH	
B34. (STRUCK FROM BID)		N/A	(STRUCK FROM BID)
B35. 2020-2023 FORD INTERCEPTOR UTILITY SPECIFIC HIGH FLAT CONSOLE	$ 423.50	EACH	
B36. BROTHER POCKETJET PRINTER MOUNT FOR FORD INTERCEPTOR UTILITY	$ 172.51	EACH	
B37. SELF-ADJUSTING DOUBLE CUP HOLDER	$ 53.80	EACH	
B38. ARMREST FOR TOP MOUNT, CONSOLE, LARGE PAD	$ 139.45	EACH	
B39. INTERNAL POLE MOUNT FOR 2020-2023 FORD INTERCEPTOR UTILITY FLAT CONSOLE	$ 292.49	EACH	
B40. 11" SLIDE OUT LOCKING SWING ARM WITH MOTION ADAPTER	$ 245.80	EACH	
B41. BROTHER POCKETJET PJ-823 PRINTER - MONOCHROME - THERMAL PAPER - A4/LEGAL - 300 X 300 DPI - UP TO 8 PPM - U	$ 629.96	EACH	
B42. FLEXBOOT CAT6 ETHERNET PATCH CABLE - SNAGLESS RJ45, STRANDED, 550MHZ, UTP, PURE BARE COPPER WIRE, 24	$ 12.00	EACH	
B43. FLEXBOOT CAT6 ETHERNET PATCH CABLE - SNAGLESS RJ45, STRANDED, 550MHZ, UTP, PURE BARE COPPER WIRE, 24	$ 12.00	EACH	
B44. PANASONIC TOUGHBOOK CF-33 TRIMLINE LAPTOP DOCKING STATION DUAL RF WITH LIND 120W 12-32 VOLT INPUT CAR	$ 1,646.33	EACH	
AXON ITEMS B45-B56 (NO UNIT PRICE BID)			(NO UNIT PRICE BID)
LABOR TOTAL FOR B1-B56 IF PURCHASED AS PACKAGE	$ 4,075.75	EACH	
C1. TRI - COLOR GRILLE AND BUMPER MOUNT	$ 150.00	EACH	
LABOR TOTAL	$ 255.00	TOTAL	
D1. T-SERIES SURFACE MOUNT TRIO RED/AMBER/WHITE	$ 112.50	EACH	
LABOR TOTAL	$ 255.00	TOTAL	
E1. LIBERTY II DUO WCX 54" F/F/F/F	$ 1,785.00	EACH	
E2. ADJ LIGHTBAR MOUNT KIT #94	$ 125.00	EACH	
E3. EXT LENGTH LIGHTBAR MT KIT #94	$ 125.00	EACH	
E4. CORE-C CONTROL PT/SWITCH COMBO	$ 340.00	EACH	
LABOR TOTAL E1-E4 IF PURCHASED AS A PACKAGE	$ 425.00	TOTAL	
Discount percentage off list price for Federal Signal items not listed in Bidder Pricing Form	$ 0.00	%	25% OFF FEDERAL SIGNAL
Discount percentage off list price for Whelen items not listed in Bidder Pricing Form	$ 0.00	%	25% OFF WHELEN
Discount percentage off list price for other manufacturer items not listed in Bidder Pricing Form	$ 0.00	%	20% OFF OTHER MANUFACTURER'S

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.

Additional examples of upfits provided on the Bidder Pricing Form are examples only and are included to show complexity of our upfits for pricing purposes only. The City reserves the right to purchase any parts or "upfit packages" on the bidder pricing form in part or whole. The City may purchase other parts from successful bidders' catalogs; the parts on the pricing list are not a full list of parts used by the City. The "upfit packages" are examples only and may be subject to change.

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: Austin Foerster

See Bidder Pricing Form attached as a separate file - Automotive Lighting, Associated Equipment Installation, Removal & Repair Services Bidder Pricing Form 2026.xlsx

The Bidder Pricing Form in Excel must be completed in whole, signed and submitted with the bid response. Failure to complete the document in whole may result in rejection of the bid as non-responsive

BIDDER PRICING FORM
AUTOMOTIVE LIGHTING, ASSOCIATED EQUIPMENT INSTALLATION, REMOVAL & REPAIR SERVICES
BID # 24-2026-15

GENERAL PARTS USED IN LAST THREE YEARS - CONTRACTOR MUST BE ABLE TO SUPPLY ALL LISTED									
Item #	Description	Part Number	Part Manufacturer	Quantity	Unit	Current Manufacturer List Price	Unit Price After Discount	Extended Total
1	FEDERAL SIGNAL VALOR HW FRONT BAR REAR	VALR51J-PPSAL	FEDERAL SIGNAL	1	EACH	6375	3021.25	3021.25
2	FEDERAL SIGNAL HOOK KIT 2020 FPIU	HK6-FPIU20-HP	FEDERAL SIGNAL	1	EACH	100	75	75
3	FEDERAL SIGNAL PATHFINDER SIREN ALL DIGITAL W/INTEGRATED RUMBLER AMPLIFIER	PI200	FEDERAL SIGNAL	1	EACH	1480	1047.5	1047.5
4	FEDERAL SIGNAL OBD INTERFACE CABLE 25FT FORD FPIU	OBDCABLE25-2	FEDERAL SIGNAL	1	EACH	242	142.5	142.5
5	FEDERAL SIGNAL FPIU SPEAKER BRACKET NO DRILL	ESBL-FPIU20	FEDERAL SIGNAL	1	EACH	53	39.75	39.75
6	FEDERAL SIGNAL DUAL RUMBLER KIT	PRDKIT2	FEDERAL SIGNAL	1	EACH	642	481.5	481.5
7	FEDERAL SIGNAL 2020 FPIU RUMBLER MOUNTING KIT	RB-FPIU20	FEDERAL SIGNAL	1	EACH	77	57.75	57.75
8	FEDERAL SIGNAL 3" RED/WHITE INTERIOR LIGHT	COM3SRWC	FEDERAL SIGNAL	1	EACH	100	75	75
9	FEDERAL SIGNAL FLUSH MOUNT LED BLUE, REAR OEM BUMPER	416300-BW	FEDERAL SIGNAL	1	EACH	137	81.25	81.25
10	FEDERAL SIGNAL MICROPULSE WIDE ANGLE BLUE, UNDER MIRROR	MPSW9-RHW	FEDERAL SIGNAL	1	EACH	306	147.5	147.5
11	FEDERAL SIGNAL UNDER MIRROR BRACKET FOR 2020 FPIU & MPSW9	MPSMW9-FPIU20MIR	FEDERAL SIGNAL	1	EACH	45	33.75	33.75
12	FEDERAL SIGNAL MPS BLUE/WHITE, ABOVE REAR TAG	MPS652-BW	FEDERAL SIGNAL	1	EACH	238	178.5	178.5
13	FEDERAL SIGNAL MICROPULSE ULTRA BLUE/WHITE, GRILLE/BOTTOM OF HATCH	MPS62U-BW	FEDERAL SIGNAL	1	EACH	218	127.5	127.5
14	FEDERAL SIGNAL CHARGER SPEAKER BRACKET	ESB-CHGR15	FEDERAL SIGNAL	1	EACH	53	39.75	39.75
15	FEDERAL SIGNAL 100W SPEAKER	ES100C	FEDERAL SIGNAL	1	EACH	419	314.25	314.25
16	FEDERAL SIGNAL 8 HEAD CN SIGNALMASTER BLUE/AMBER	CNSM8R-P2C	FEDERAL SIGNAL	1	EACH	1502	1126.5	1126.5
17	FEDERAL SIGNAL PATHFINDER HANDHELD SIREN ALL DIGITAL W/INTEGRATED RUMBLER AMPLIFIER	PI200H	FEDERAL SIGNAL	1	EACH	1737	1206.25	1206.25
18	FEDERAL SIGNAL OBD INTERFACE CABLE 25FT FORD UNIVERSAL	OBDCABLE25-1	FEDERAL SIGNAL	1	EACH	242	142.5	142.5
19	FEDERAL SIGNAL MPS6 SWIVEL BRACKET	MPSM6-SB	FEDERAL SIGNAL	1	EACH	0	29.25	29.25
20	FEDERAL SIGNAL LONG L BRACKET FOR REAR CNSM8R	SLB-001	FEDERAL SIGNAL	1	EACH	39	53.25	53.25
21	FEDERAL SIGNAL MICROPULSE ULTRA BLUE/WHITE, GRILLE/REAR SIDE DOOR	MPS62U-BW	FEDERAL SIGNAL	1	EACH	218	127.5	127.5
22	FEDERAL SIGNAL HIDEAWAY LED BLUE, REAR TAIL LIGHT	416918-RBW	FEDERAL SIGNAL	1	EACH	141	78.75	78.75
23	FEDERAL SIGNAL 53" ALLEGIANT AMBER FRONT/REAR FLOOD CLEAR DOME 6 BUTTON CONTROLLER HOOK	ALGT53JX-AMDR3H6C	FEDERAL SIGNAL	1	EACH	3767	2825.25	2825.25
24	WHELEN 81" FREEDOM IV LIGHTBAR	F4N1QLED	WHELEN	1	EACH	4668	3812.5	3812.5
25	WHELEN 72" FREEDOM IV LIGHTBAR	F4N7QLED	WHELEN	1	EACH	4082	3130	3130

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

EQUIPMENT TOTAL: 18394.5

Item #	Description	Part Number	Part Manufacturer	Quantity	Unit	Labor/Service Call Rate	[redacted]	Extended Total
27	LABOR RATE PER HOUR FOR INSTALLATION&REMOVAL/REPAIRS	N/A	N/A	1	HRS	85		85
28	LABOR RATE PER HOUR FOR ONSITE (2739 Johnson Rd Huntsville, AL 35805) TROUBLESHOOTING/INSTALLATION/REMOVAL/REPAIRS	N/A	N/A	1	HRS	85		85
29	SERVICE CALL RATE	N/A	N/A	1	EACH CALL	85		85

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

LABOR TOTAL: 255

GRAND TOTAL FOR EQUIPMENT & LABOR ITEM 1-29: 18649.5

UPFIT SPECS (EXAMPLE VEHICLE A) - BRONCO SPORT - CONTRACTOR MUST BE ABLE TO SUPPLY ALL LISTED								
Item #	Description	Part Number	Part Manufacturer	Quantity	Unit	Current Manufacturer List Price	Unit Price Including Discount	Extended Total
A1	T-SERIES STUD MT DUO BLU/WHT	TST0B	Whelen	4	EACH	199	100	400
A2	DUAL SHROUD ADHESIVE MOUNT	THSC2	Whelen	2	EACH	69	37.5	75
A3	DUO LINEAR ION BLU/WHT SMK BLK	X12B	Whelen	4	EACH	219	110	440
A4	DUO LINEAR ION BLUE/WHITE BLK	I2B	Whelen	2	EACH	206	103.75	207.5
A5	ION REVERSED UNIVERSAL MT	IONBKTS	Whelen	2	EACH	20	10	20
A6	WeCanX TRACER 2-LAMP HOUSING	TCRWX2	Whelen	1	EACH	599	410	410
A7	CORE CONTROL POINT	CCP	Whelen	1	EACH	227	0	0
A8	VERTEX SUPER-LED DUO BLU/WHT	VTX9B	Whelen	2	EACH	150	70	140
A9	SIREN AMP W/HAND-HELD CONTROL	HHS3200	Whelen	1	EACH	750	437.5	437.5
A10	SA315U SPEAKER, BLACK PLASTIC	SA315U	Whelen	1	EACH	412	156.25	156.25
A11	SA-315 MOUNT KIT UNIVERSAL	SAK1	Whelen	1	EACH	53	31.25	31.25

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

EQUIPMENT TOTAL: 2317.5
LABOR TOTAL A1-A11 IF PURCHASED AS PACKAGE: 1317.5

RAND TOTAL FOR EQUIPMENT & LABOR: 3635

****Bidder Pricing Form Continued on Following Page****

UPFIT SPECS (EXAMPLE VEHICLE B) - FORD POLICE INTERCEPTOR UTILITY - CONTRACTOR MUST BE ABLE TO SUPPLY ALL LISTED

BIDDER PRICING FORM
AUTOMOTIVE LIGHTING, ASSOCIATED EQUIPMENT INSTALLATION, REMOVAL & REPAIR SERVICES
BID # 24-2026-15

Item #	Description	Part Number	Part Manufacturer	Quantity	Unit	Current Manufacturer List Price	Unit Price After Discount	Extended Total
B1	51" VALOR LIGHT BAR, 8S JOIN, TRI COLOR, FRONT RED/BLUE/WHITE WITH TAKE DOWN AND FULL SCENE CAPABILITIES, REAR RED/BLUE/AMBER/WHITE WITH SIGNALMASTER CAPABILITIES AND AMBIENT LIGHT SENSOR	VALR51J-PF3AL	FEDERAL SIGNAL	1	EACH	6375	2902.82	2902.82
B2	STRAP KIT, 2020+ FPIU	HKB-FPIU20-HP	FEDERAL SIGNAL	1	EACH	100	72.06	72.06
B3	MICROPULSE WIDE ANGLE, DUAL COLOR, BLUE/AMBER/WHITE	MPSW9-BAW	FEDERAL SIGNAL	2	EACH	306	160.93	321.86
B4	UNDERMIRROR MOUNTING KIT, 2025+ FPIU	MPSMW9-FPIU25MIRS	FEDERAL SIGNAL	1	EACH	45	32.43	32.43
B5	PATHFINDER 400 WATT SIREN/LIGHT CONTROLLER	PM400R	FEDERAL SIGNAL	1	EACH	2427	1570.91	1570.91
B6	AS124 SPEAKER 100W	750501	FEDERAL SIGNAL	2	EACH	302	217.62	435.24
B7	NO DRILL GRILL BRACKET, MOUNTS (2) AS124 SPEAKERS	ESB2-FPIU25NDB	FEDERAL SIGNAL	1	EACH	118	85.03	85.03
B8	MICROPULSE ULTRA, TRI COLOR, BLUE/AMBER/WHITE	MPS63U-BAW	FEDERAL SIGNAL	4	EACH	248	144.12	576.48
B9	MICROPULSE ULTRA, TRI COLOR, RED/BLUE/AMBER	MPS63U-RBA	FEDERAL SIGNAL	2	EACH	248	144.12	288.24
B10	416309 FLUSHMOUNT LED, BLUE/AMBER/WHITE	416309-BAW	FEDERAL SIGNAL	2	EACH	137	84.07	168.14
B11	COMMANDER 3" COMPARTMENT LIGHT, RED/WHITE	COM3SRWC	FEDERAL SIGNAL	2	EACH	100	72.06	144.12
B12	DUAL RUMBLER WOOFER COMPACT KIT	RBKIT2-COMPACT	FEDERAL SIGNAL	1	EACH	623	448.93	448.93
B13	RUMBLER MOUNTING KIT, 2025+ FPIU	RBC2-FPIU25ND	FEDERAL SIGNAL	1	EACH	75	54.05	54.05
B14	OBD INTERFACE CABLE, 16 FOOT, 2025+ FPIU	OBDCABLE16-7	FEDERAL SIGNAL	1	EACH	242	136.91	136.91
B15	GRILLE BRACKET FOR QTY 2 MPS 26 FPIU	IPX-GRL16	FEDERAL SIGNAL	1	EACH	50	36.03	36.03
B16	32 PORT EXPANSION MODULE WITH RCM DISCONECT	EXPMOD32	FEDERAL SIGNAL	1	EACH	527	339.88	339.88
B17	PATHFINDER SYNC MODULE	PFSYNC-1	FEDERAL SIGNAL	1	EACH	373	268.78	268.78
B18	WIRING HARNESS KIT	VHARN-1	FEDERAL SIGNAL	1	EACH	2358	1699.17	1699.17
B19	EXPANSION MODULE	EXPMOD24	FEDERAL SIGNAL	1	EACH	418	270.23	270.23
B20	AUTOMATIC TIMER DISCONNECT	7615	BLUE SEA	1	EACH	112.66	135.3	135.3
B21	FUSE BLOCK	5028	BLUE SEA	2	EACH	40.25	48.34	96.68
B22	TRI-LOCK, SINGLE CELL MOUNTED, DUAL WEAPON GUN RACK FOR '20+ FPIU	GPC471MD-H	PRO-GARD	1	EACH	726	542.08	542.08
B23	ELECTRONIC STORAGE, FALSE FLOOR, ELECTRONICS TRAY, PIU 2020+, POLY COATED	INV-ES-ORG-FB-PIU20	INNOVATIVE	1	EACH	543.52	372.08	372.08
B24	ELECTRONIC STORAGE, ACCESSORY, ORGANIZER, DUAL FLARE BOX, PIU 2020+, POLY COATED	INV-ES-FT-ET-PIU20	INNOVATIVE	1	EACH	958.39	838.77	838.77
B25	BOX, SINGLE DRAWER, 38" W X 21" D X 10" H, INCLUDES ELECTRONIC SLAM LATCH, DUAL PADDLE LATCHES, 500# DRAWER SLIDES, POLY COATED	INV-BOX-SD-382110-S	INNOVATIVE	1	EACH	1760.51	1205.2	1205.2
B26	ELECTRONIC STORAGE, ACCESSORY, FALSE FLOOR, ELECTRONIC TRAY, BIRCH BOARD INSERT, 35"W X 21"D, FITS ALL PALSE FLOORS	INV-ES-FT-ET-BIRCH	INNOVATIVE	1	EACH	106.24	63.8	63.8
B27	SINGLE CELL PRISONER TRANSPORT SYSTEM FOR FORD PI UTILITY (2020+)	475-0767	JOTTO	1	EACH	3105.19	1742.69	1742.69
B28	MOTOROLA RADIO BRACKET	HLN6861D	MOTOROLA	1	EACH	54.18	70.19	70.19
B29	MOTOROLA REAR RADIO POWER GROUND	HKN4191C	MOTOROLA	1	EACH	34.88	40.25	40.25
B30	MOTOROLA FRONT RADIO, POWER GROUND AND SPEAKER	HKN6188B	MOTOROLA	1	EACH	53.66	64.09	64.09
B31	MOTOROLA 17FT COM CABLE	HKN6369B	MOTOROLA	1	EACH	98.52	118.32	118.32
B32	MOTOROLA VOICE RADIO SPEAKER	HSN4031B	MOTOROLA	1	EACH	60.61	83.6	83.6
B33	MOTOROLA ANT 762-870 MHZ 3DB STUBBY THRU HOLE MU	HAF4013A	MOTOROLA	1	EACH	56.18	67.47	67.47
B34	CUSTOM ANTENNA KIT	SHRUNTSVILLEAL-001	PANORAMA ANTENNA	1	EACH		0	0
B35	2020-2023 FORD INTERCEPTOR UTILITY SPECIFIC HIGH FLAT CONSOLE	C-VS-0618-INUT	HAVIS	1	EACH	673	423.5	423.5
B36	BROTHER POCKETJET PRINTER MOUNT FOR FORD INTERCEPTOR UTILITY	C-PM-124	HAVIS	1	EACH	274	172.51	172.51
B37	SELF-ADJUSTING DOUBLE CUP HOLDER	CUP2-1001	HAVIS	1	EACH	73	53.8	53.8
B38	ARMREST FOR TOP MOUNT, CONSOLE, LARGE PAD	C-ARM-103	HAVIS	1	EACH	222	139.45	139.45
B39	INTERNAL POLE MOUNT FOR 2020-2023 FORD INTERCEPTOR UTILITY FLAT CONSOLE	C-IIDM-222	HAVIS	1	EACH	465	292.49	292.49
B40	11" SLIDE OUT LOCKING SWING ARM WITH MOTION ADAPTER	C-MD-112	HAVIS	1	EACH	391	245.8	245.8
B41	BROTHER POCKETJET PJ-823 PRINTER - MONOCHROME - THERMAL PAPER - A4/LEGAL - 300 X 300 DPI - UP TO 8 PPM - USB 2.0	PJ823-VK	BROTHER	1	EACH	615	629.96	629.96
B42	FLEXIBOOT CAT6 ETHERNET PATCH CABLE - SNAGLESS RJ45, STRANDED, 550MHZ, UTP, PURE BARE COPPER WIRE, 24AWG, 30FT, BLACK	9787	BULK ITEM	1	EACH	9.99	12	12
B43	FLEXIBOOT CAT6 ETHERNET PATCH CABLE - SNAGLESS RJ45, STRANDED, 550MHZ, UTP, PURE BARE COPPER WIRE, 24AWG, 30FT, RED	9815	BULK ITEM	1	EACH	9.99	12	12
B44	PANASONIC TOUGHBOOK CF-33 TRIMLINE LAPTOP DOCKING STATION DUAL RF WITH LIND 120W 12-32 VOLT INPUT CAR ADAPTER HARDWIRE	CF-33TLVD2	GAMBER	1	EACH	2424	1646.33	1646.33
B45	ERICSON/CRADLEPOINT R980 ROUTER - 5G, WITH NETCLOUD	101675	AXON	1	EACH			0
B46	VZN SIM INSERTION	100738	AXON	1	EACH			0
B47	AXON FLEET - TAOGLAS ANT - 7IN1	101924	AXON	1	EACH			0
B48	FLEET 3 HUB, CABLE ASSEMBLY, POWER	72013	AXON	1	EACH			0
B49	6FT ETHERNET CABLE	72030	AXON	1	EACH			0
B50	15FT ETHERNET CABLE	72031	AXON	1	EACH			0
B51	20FT ETHERNET CABLE	72032	AXON	2	EACH			0
B52	DUAL VIEW CAMERA WINDSHIELD MOUNT BLK	100764	AXON	1	EACH			0
B53	INTERIOR CAMERA MOUNT	72002	AXON	1	EACH			0
B54	FLEET 3 HUB TRUNK MOUNT	72011	AXON	1	EACH			0
B55	SIGNAL UNIT CABLE ASSEMBLY	70117	AXON	1	EACH			0
B56	CRADLEPOINT ROUTER CABLE ASSEMBLY, 12V POWER	11629	AXON	1	EACH			0

EQUIPMENT TOTAL:	18919.67
EQUIPMENT TOTAL- MULTIPLY BY 50:	945983.5
LABOR TOTAL FOR B1-B56 IF PURCHASED AS A PACKAGE:	4075.75
PACKAGE LABOR - MULTIPLY BY 50:	203787.5
GRAND TOTAL FOR EQUIPMENT & LABOR:	1149771

UPFIT SPECS (EXAMPLE C) - TRUCKS 1 TON OR LESS - CONTRACTOR MUST BE ABLE TO SUPPLY ALL LISTED

Item #	Description	Part Number	Part Manufacturer	Quantity	Unit	Current Manufacturer List Price	Unit Price After Discount	Extended Total
C1	TRI - COLOR GRILLE AND BUMPER MOUNT	MPS63U-RAW	FEDERAL SIGNAL	4	EACH	248	150	600

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

EQUIPMENT TOTAL:	600
LABOR TOTAL:	255
RAND TOTAL FOR EQUIPMENT & LABOR:	855

UPFIT SPECS (EXAMPLE D) - OTHER VEHICLES AND EQUIPMENT - CONTRACTOR MUST BE ABLE TO SUPPLY ALL LISTED

Item #	Description	Part Number	Part Manufacturer	Quantity	Unit	Current Manufacturer List Price	Unit Price Including Discount	Extended Total
D1	T-SERIES SURFACE MOUNT TRIO RED/AMBER/WHITE	TSS0KC	WHELEN	4	EACH	221.5	112.5	450

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

BIDDER PRICING FORM
AUTOMOTIVE LIGHTING, ASSOCIATED EQUIPMENT INSTALLATION, REMOVAL & REPAIR SERVICES
BID # 24-2026-15

EQUIPMENT TOTAL:	450
LABOR TOTAL:	255
RAND TOTAL FOR EQUIPMENT & LABOR:	705

UPFIT SPECS (EXAMPLE E) - LIGHT BAR WITH TRAFFIC ADVISOR - CONTRACTOR MUST BE ABLE TO SUPPLY ALL LISTED								
Item #	Description	Part Number	Part Manufacturer	Quantity	Unit	Current Manufacturer List Price	Unit Price Including Discount	Extended Total
E1	LIBERTY II DUO WCX 54" W/PWR	BB2FTTP	WHELEN	1	EACH	2700	1785	1785
E2	ADJ LIGHTBAR MOUNT KIT #94	MKAJ94	WHELEN	1	EACH	115	125	125
E3	EXT LENGTH LIGHTBAR MT KIT #94	MKEL94	WHELEN	1	EACH	133	125	125
E4	CORE-C CONTROL PT/SWITCH COMBO	CCP9	WHELEN	1	EACH	572	340	340

EQUIPMENT TOTAL:	2375
LABOR TOTAL E1-E4 IF PURCHASED AS A PACKAGE:	425
RAND TOTAL FOR EQUIPMENT & LABOR:	2800

The discount percentage off list price for all the manufacturer's catalog items must be no less than 20% 0 **Bidders Initials**

Discount percentage off list price for Federal Signal items not listed in Bidder Pricing Form 25 **%**

Discount percentage off list price for Whelen items not listed in Bidder Pricing Form 25 **%**

Discount percentage off list price for other manufacturer items not listed in Bidder Pricing Form 20 **%**

This Price Bid Form is hereby submitted by the undersigned

Austin Foerster/Pro-Fit Outfitters
Printed legal name of Bidder

Austin Foerster
Signature

Austin Foerster CEO
Printed name of individual/corporate officer/ general partner/joint venturer AND title

1/13/26
Date

From: Austin Foerster
To: Buis, Tomasa
Subject: RE: IFB 24-2026-15 Automotive Lighting, Associated Equipment Installation, Removal & Repair Services
Date: Friday, January 16, 2026 9:06:49 AM
Attachments: image003.png
OFFICIAL HUNTSVILLE PD BID.xlsx

Caution: This email originated from an external source. If it was unsolicited, seems unusual in its appearance or timing, or you do not recognize the sender, do not click links or open attachments. When in doubt, contact the ITS Help Desk.

Please see attached excel file.

You are seeing it correctly, there will be no charge for the CCP for that build.

Thank you,

Austin Foerster
Chief Executive Officer
Pro-Fit Outfitters
O: 979-379-1776
E: Austin@ProFitOutfitters.com
A: 22424 FM 159, Navasota, TX 77868

From: Buis, Tomasa <tomasa.buis@huntsvilleal.gov>
Sent: Friday, January 16, 2026 8:39 AM
To: Austin Foerster <Austin@profitoutfitters.com>
Subject: IFB 24-2026-15 Automotive Lighting, Associated Equipment Installation, Removal & Repair Services
Importance: High

Good morning,

I am reaching out to see if you could provide the electronic Excel version of the Bidder Pricing Form you submitted in response to IFB 24-2026-15. We have discovered some rounding/decimal issues on the printed submissions, so want to ensure we are capturing the correct Unit Prices for our Bid Tabulation.

In addition, could you provide clarification on Line Item A7 from the Bidder Pricing Form (Core Control Point – Whelen, screenshot below)? You provided a current manufacturer list price, but it appears may have overlooked the Unit Price as it is listed at 0. Can you confirm if this was a mistake and provide the missing unit price if so?

UNIT SPECS (EXAMPLE VEHICLE A) - BRONCO SPORT - CONTRACTOR MUST BE ABLE TO SUPPLY ALL LISTED

Item #	Description	Part Number	Part Manufacturer	Quantity	Unit	Current Manufacturer List Price	Unit Price Including Discount	Estimated Total
A1	T-SERIES STUD MT DUO BLUE/WHT	TS10G	Whelen	4	EACH	199	199	480
A2	DUAL SHROUD ADHESIVE MOUNT	TDSM2	Whelen	2	EACH	69	37.5	75
A3	DUO LINEAR ION BLUE/WHT SMK BLK	XDIR	Whelen	4	EACH	219	110	440
A4	DUO LINEAR ION BLUE/WHITE BLK	DIR	Whelen	2	EACH	208	102.75	205.5
A5	ION REVERSED UNIVERSAL MT	IONRMTS	Whelen	2	EACH	20	10	20
A6	Whelen TRACER 2-LAMP HOUSING	TCHWX2	Whelen	1	EACH	199	419	419
A7	CORE CONTROL POINT	CCP	Whelen	1	EACH	227	0	0
A8	VERTEX SURFACE DUO BLU/WHT	VTX6S	Whelen	2	EACH	150	70	140
A9	SIREN AMP W/HAND-HELD CONTROL	HHS3200	Whelen	1	EACH	783	477.5	477.5
A10	RATIO SOLARIS, BLACK PLASTIC	SA150U	Whelen	1	EACH	412	164.35	164.35
A11	SA-315 MOUNT KIT UNIVERSAL	SAKU	Whelen	1	EACH	53	31.25	31.25

Please let me know if you have any questions.

Thank you,

TOMASA BUIS
Procurement Analyst II

Finance Department
City of Huntsville
(256) 427-5058 (w)
tomasa.buis@huntsvilleal.gov
www.huntsvilleal.gov

Telework Days – January 6, 12, 16, 22, 28

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 and equipment 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
	A. GENERAL INFORMATION		
1	The City reserves the right to procure and/or substitute any product furnished by the Bidder/Contractor if it is in the best interest of the City.	X	
2	All products shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to be first quality type, no blemishes, or seconds.	X	
	B. CONTRACTOR COMPLIANCE SPECIFICATIONS		
3	The Contractor is not to sell any items until a purchase order has been issued.	X	
4	The Contractor will be responsible for handling all warranty claims.	X	
5	The Contractor will provide warranty on all items sold for a period of not less than two (2) years.	X	
6	The Contractor will provide an attachment detailing their labor warranty policy in regards to installs, removal damages, and repair work.	X	
7	The Contractor agrees to warehouse or store items purchased for a period up to ten (10) months at no cost to the City.	X	
8	The Contractor must have a manned repair facility with a minimum of three (3) employees skilled in the removal/installation and repair of the equipment that meets the needs of the City as defined in this contract. The facility must be secure and located within the corporate boundaries of Huntsville, AL or Madison County, AL. The City orders up to 50 vehicles at one time and the contractor's secured facility must be capable of handling this quantity as required.	X	
9	The following standards shall be observed for the installation, removal, and repair of equipment for the City. Any request for deviation from this policy shall be submitted in writing to the Fleet Services Manager as appropriate for approval before work begins. All installations, removals and repairs shall be inspected by the appropriate City personnel upon delivery to the City to ascertain compliance with specifications. Dispute resolution and installation inspection of vehicles will be determined/conducted by the appropriate City personnel. Items not found to comply will be rejected until proper remedial measures are taken to assure conformity. Remedial measures shall be taken no less than five (5) working days from original delivery.	X	
10	The location of equipment will be determined either by existing template or by consulting the appropriate City personnel. Always consult the manufacturer's upfit manual for proper locations.	X	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
11	The equipment shall in no way obstruct the operation of the vehicle or other equipment and shall not encumber the operator in any way. At no time and in no way shall any component interfere with the operation of air bags or any safety components. All equipment shall be mounted so that it is easily within the operator's field of view. All equipment shall be mounted securely and in a manner that minimizes vibrations and maximizes utility.	X	
12	All wires shall be in split loom flexible conduit and use shortest possible runs of wiring between components. Wiring shall never be secured to steering column, brake, or clutch components, or encumber any other moving part under the dash. All wiring connections, placement, and routing must meet vehicle manufacturer standards. Conduit and wiring shall be routed up and under the dash out of sight and secured with wire ties, behind kick panels and under door sills. Entry through bulkheads shall be sealed as recommended by the manufacturer's upfit manual to provide safe passage of wiring from exterior to interior.	X	
13	At no time and in no way is excess wiring to be allowed in an installation All wire connections shall be soldered, sealed, and/or crimped with heat shrink crimped connectors in accordance with the manufacturer's recommendations. It may be necessary to use weatherhead connections.	X	
14	Cabling shall be routed away from all hot surfaces such as manifolds, catalytic converters, mufflers, and other exhaust members. All power wires are to be connected to the accessory breakout box, wired such that they are energized only when the vehicle ignition switch is on (relays will be allowed for this purpose as necessary and will be furnished as a part of the installation). All units must be wired with the positive lead fused according to the manufacturer's upfit manual.	X	
15	Care shall be used in the drilling of holes to ensure no obstructions, bracing or other components shall be damaged. The Contractor will be responsible for all repairs to a vehicle as the result of misdrilled holes or other acts of negligence. The Contractor shall notify management of acts of negligence so a suitable course of action may be determined (Acts of negligence to be determined by a designated City employee).	X	
16	Antenna locations shall be determined on an individual basis by appropriate City personnel. All connections shall be in compliance with manufacturer requirements for antenna attachments.	X	
17	Removal of equipment shall be accomplished with the same attention to detail as installations. All mounting hardware shall be removed; no screws or brackets are to be left behind that were not part of the vehicle when delivered from the factory. At no time and in no way are excess wires to be left in place or simply "cut off". All wiring shall be removed from point of origin to termination. Bulkhead passages shall be filled and sealed (made watertight) when empty of wiring.	X	
18	Contractor must show detailed schematics to include circuit details with gauge and wire color. Contractor must also include component location with fuse circuit descriptions.	X	

	C. PRODUCT PRICING LIST		
19	The Contractor must submit two (2) catalogs and list pricing for all the other manufacturer's equipment not listed within the Bidder Pricing Form.	X	
20	The discount percentage off list price for all the manufacturer's catalog items must be no less than 20%.	X	
21	Pricing on lighting and equipment must include freight.	X	
22	All bid items listed within the Bidder Pricing Form must match the part number and manufacturer. Any items that are claimed to be equivalent will not be accepted.	X	
23	The Contractor must be an authorized dealer able to sell, warranty, install, and repair Federal Signal products.	X	
24	The Contractor must be an authorized dealer able to sell, warranty, install, and repair Whelen products.	X	
25	The Contractor agrees to a completed build time of no more than 90 calendar days from the receipt of purchase order and vehicle. If multiple vehicles are on a purchase order, the 90 days begins upon receipt of each individual vehicle, not the group as a whole. Non-compliance will likely result in early termination of contract.	X	
26	Quotes: A. The contractor will be required to provide a quote to a Fleet supervisor prior to work being done. A purchase order is then required to be issued to bidder before work is done. Each quote will include, but is not limited to, the information below: 1) Quote Number and Date 2) Contract Number 3) Equipment Number or description if number not available 4) Description of Service 5) List price of parts before discount 6) Cost of parts after discount 7) Quantity of Parts 8) Cost of Labor 9) Quantity of Labor Hours 10) Total Estimated Cost 11) Estimated completion date *Quotes submitted without required information will be rejected	X	
27	Invoicing A. The contractor will be required to provide a final invoice to a Fleet supervisor upon completion of work. Each invoice will include, but is not limited to, the information below: 1) Invoice Number 2) Contract Number 3) Equipment Number or description if number is not available 4) Date of Service 5) Description of Service 6) Cost of Parts 7) Quantity of Parts 8) Cost of Labor 9) Quantity of Labor Hours 10) Total Invoice Cost	X	

	C. PRODUCT PRICING LIST CONTINUED		
28	Contractor must show list price and discount on all quotes. Any quotes without list price and cost after discount will be rejected.	X	
29	The City reserves the right to purchase any parts or "upfit packages" on the bidder pricing form in part or whole. The "upfit packages" are examples only and may be subject to change.	X	

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Pro-Fit Alabama

Doing-Business-As Name of Proposer:

Pro-Fit Alabama

Principal Office Address:

3000 Bob Wade Lane Suite 300,
Huntsville, AL 35810

Telephone Number: 979-379-1776

Fax Number: _____

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

Corporation	___
Partnership	X
Individual	___
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:

_____

_____

_____

Partnership Statement

If a partnership, answer the following:

Date of organization: August 12, 2025
Location of organization: 2000 Bob Wade, Ste 300, Huntsville AL 35810
The partnership is: General ___ Limited ___

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

Pro-Auto Partners, LLC 5848 Ram Meadow Dr. College Station TX 77845 | 95%
Austin Foerster 1901 Thorndyke Ln Bryan TX 77807 | 5%

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.

Austin Forster
Signature of Proposer

AUSTIN FORSTER
Print or Type Name of Proposer

01/09/2026
Date

Pro-Fit Alabama
Legal Name of Firm

3000 Bob Wade Ln. Ste. 300
Mailing Address

Huntsville AL 35810
City State Zip Code

979-379-1776
Phone Fax

austin@profitoutfitters.com
Email Address

profitoutfitters.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): Pro-Fit Alabama, LLC
- City of Huntsville current taxpayer identification number (if available): 39-3729019
  (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: 39-3729019 AL
☐ 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: Austin Foerster Title (If applicable): CEO

Type or legibly write name: Austin Foerster Date: 01/08/2026

Alabama Secretary of State

Pro-Fit Alabama, L.L.C.

Entity ID Number	001-205-224
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	08/12/2025
Registered Agent Name	Adam, Colten A
Registered Office Street Address	2000 Bob Wade Lane, Suite 300 Huntsville, AL 35810
Registered Office Mailing Address	2000 Bob Wade Lane, Suite 300 Huntsville, AL 35810
Nature of Business	
Scanned Documents	
Document Date / Type / Pages	08/12/2025 Certificate of Formation 3 pgs.

Browse Results New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2955282

Approved by:

Employer	
Pro-Fit Outfitters	
Name (Please Type or Print) austin foerster	**Title** CEO
Signature Electronically Signed	**Date** 01/22/2026
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 01/22/2026

E-Verify

Company ID Number: 2955282

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Pro-Fit Outfitters
Company Facility Address	22424 FM 159 NAVASOTA, TX 77868
Company Alternate Address	
County or Parish	BRAZOS
Employer Identification Number	934612871
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	2 site(s)

E-Verify

Company ID Number: 2955282

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
TX	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2955282

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	austin foerster
Phone Number	9793791776
Fax	
Email	austin@profitoutfitters.com

E-Verify

Company ID Number: 2955282

E-VERIFY IS A SERVICE OF DHS AND SSA

This list represents the first 20 Program Administrators listed for this company.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2025

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 have ADDITIONAL INSURED provisions or 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 Higginbotham Insurance Agency, Inc. 3020 Barron Rd. College Station TX 77845 License#: 2081754	**CONTACT NAME:** Taylor Fredrickson **PHONE (A/C, No, Ext):** 979-871-3161 **FAX (A/C, No):** 979-871-3164 **E-MAIL ADDRESS:** tfredrickson@higginbotham.net
INSURED Wild Rose Chevrolet, LLC Pro-Fit Outfitters LLC Pro-Auto Partners LLC 22424 FM 159 Rd Navasota TX 77868 WILDROS-02	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Continental Casualty Company — 20443 INSURER B : Service Lloyds Insurance Co. — 43389 INSURER C : Columbia Casualty Company — 31127 INSURER D : Amherst Specialty Insurance Company — 17565 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 484055388 **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:			AYA831224538	12/12/2025	12/12/2026	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AYA831224538	12/12/2025	12/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			TBD	12/12/2025	12/12/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SLICWC110789501	12/12/2025	12/12/2026	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Garage Keepers Dealers Open Lot			AYN831230551 AH99-RPD-250002334-00	12/12/2025 12/12/2025	12/12/2026 12/12/2026	See Below See Below	

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

Named Insureds:
Wild Rose Chevrolet LLC
Pro-Fit Outfitters LLC
Pro-Auto Partners LLC

Locations:
2013 U.S. 59 Shenandoah, IA 51601
22424 Farm to Market 159 Navasota, TX 77868
See Attached...

CERTIFICATE HOLDER

INFORMATION ONLY
DO NOT DUPLICATE
DO NOT REPLICATE

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

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AGENCY CUSTOMER ID: WILDROS-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Wild Rose Chevrolet, LLC Pro-Fit Outfitters LLC Pro-Auto Partners LLC 22424 FM 159 Rd Navasota TX 77868
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Garage Dealers and Garage Keepers
$1,000,000 Each Accident GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY
$1,000,000 Each Accident DAMAGES TO PREMISES RENTED TO YOU
$100,000 Anyone Premises PERSONAL AND ADVERTISING INJURY LIABILITY
$1,000,000 Any One Person or Organization AGGREGATE LIMITS OF LIABILITY
$3,000,000 General Liability Aggregate

Garage Keeper Limits
2013 U.S. 59 Shenandoah, IA 51601 $500,000
22424 Farm to Market 159 Navasota, TX 77868 $2,000,000

Deductibles:
Comprehensive Deductible $2,500 per Auto /$10,000 per Claim
Collision Deductible: $2,500 per Auto

The General Liability & Automobile Liability policy include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-134

Department: Finance

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

Resolution authorizing the Mayor to execute a contract modification agreement to modify the Aerial and Underground Fiber & Conduit Construction contract awarded to Southeast Utilities of Georgia, LLC pursuant to Resolution No. 26-49.

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 preparation of the specifications for the bid solicitation of this contract, the line item for Material, Taxes on Material, & 10% Mark-up on Materials was inadvertently omitted from the bid specifications and pricing form. A contract modification is necessary to add this provision to contract for procuring goods.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6513

Department: Finance

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

Resolution authorizing the Mayor to execute a contract modification agreement to modify the Aerial and Underground Fiber & Conduit Construction contract awarded to Southeast Utilities of Georgia, LLC pursuant to Resolution No. 26-49.

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 preparation of the specifications for the bid solicitation of this contract, the line item for Material, Taxes on Material, & 10% Mark-up on Materials was inadvertently omitted from the bid specifications and pricing form. A contract modification is necessary to add this provision to contract for procuring goods.

RESOLUTION NO. 26-_____

WHEREAS, the City and Utilicom entered into Aerial and Underground Fiber and Conduit Construction contract (the "Contract") awarded pursuant to Resolution No. 26-49 at the January 22, 2026, Huntsville City Council meeting; and

WHEREAS, the Contract included twelve (12) designated hourly rates for various positions and skillsets; and

WHEREAS, the Contract did not include a provision permitting the procurement of materials needed for the performance and completion of projects performed under this contact; and

WHEREAS, this provision was included in previous contracts and erroneously omitted from the bid specifications detailed in IFB# 9-2026-75 issued November 24, 2025, and publicly opened on December 16, 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 the Material, Taxes on Material, & 10% Mark-up on Materials line item for the procuring of materials needed to perform and complete projects performed under this contract.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Huntsville authorizes the Mayor to execute Modification No.1 to add the Material, Taxes on Material, & 10% Mark-up on Materials line item.

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville, Alabama

MODIFICATION NO. 1 TO AERIAL AND UNDERGROUND FIBER AND CONDUIT CONSTRUCTION CONTRACT

This Modification No. 1 to Aerial and Underground Fiber and Conduit Construction Contract (this "Modification") is made and entered into on the 12th day of February 2026, by and between the **City of Huntsville**, a municipal corporation in the State of Alabama, hereinafter referred to as the "City," and **Southeast Utilities of Georgia, LLC**, hereinafter referred to as "Southeast Utilities".

WITNESSETH:

WHEREAS, the City and Southeast Utilities entered into Aerial and Underground Fiber and Conduit Construction Contract (the "Contract") awarded pursuant to Resolution No. 26-49 at the January 22, 2026, Huntsville City Council meeting; and

WHEREAS, the Contract included twelve (12) designated hourly rates for various positions and skillsets; and

WHEREAS, the Contract did not include a provision permitting the procurement of materials needed for the performance and completion of projects performed under this contact; and

WHEREAS, this provision was included in previous contracts and erroneously omitted from the bid specifications detailed in IFB# 9-2026-75 issued November 24, 2025, and publicly opened on December 16, 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 the Material, Taxes on Material, & 10% Mark-up on Materials line item for the procuring of materials needed to perform and complete projects performed under this contract.

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.

SB 2/4/26

SOUTHEAST UTILITIES OF GEORGIA, LLC

By: _____

Steve Brooks
Print Name

Regional Vice President
Title

CITY OF HUNTSVILLE, ALABAMA

By: _____

Tommy Battle
Print Name

Mayor
Title

ATTEST

By: _____

Shaundrika Edwards
Print Name

City Clerk
Title

2/2/26

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-135

Department: Finance

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

Resolution authorizing the Mayor to execute Change Order No. 1 to the contract, awarded pursuant to Resolution No. 24-667, between the City of Huntsville and Stewart Electric Company, Inc for the Von Braun Center Lighting & Sprinkler Improvements project.

Resolution No.

Finance Information:

Account Number: 4020-00-00000-523049-00000000-

City Cost Amount: $ 119,942.15

Total Cost: $ 119,942.15

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 700 Monroe Street SW, Huntsville, Alabama 35801

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

Additional Comments:
Change Order No. 1 increases the contract price from $3,450,000.00 to $3,569,942.15

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6514

Department: Finance

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

Resolution authorizing the Mayor to execute Change Order No. 1 to the contract, awarded pursuant to Resolution No. 24-667, between the City of Huntsville and Stewart Electric Company, Inc for the Von Braun Center Lighting & Sprinkler Improvements project.

Resolution No.

Finance Information:

Account Number: 4020-00-00000-523049-00000000-

City Cost Amount: $ 119,942.15

Total Cost: $ 119,942.15

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 700 Monroe Street SW, Huntsville, Alabama 35801

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

Additional Comments:

Change Order No. 1 increases the contract price from $3,450,000.00 to $3,569,942.15

RESOLUTION NO. 26-_____

WHEREAS, the City Council of the City of Huntsville entered into a Fixed Price Agreement with Stewart Electric Company, Inc. for Construction Services for the Von Braun Center Lighting and Sprinkler Improvement project located at 700 Monroe Street SW, Huntsville, Alabama, adopted and approved pursuant to Resolution No. 24-667 by the City on September 12, 2024; and

WHEREAS, the City and Contractor have subsequently determined that a change order is needed to increase the contract price for additional services.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Huntsville, Alabama and the Mayor that the contract with Stewart Electric Company, Inc. for Construction Services for the Von Braun Center Lighting and Sprinkler Improvement project located at 700 Monroe Street SW, Huntsville, Alabama adopted and approved pursuant to Resolution No. 24-667 by the City on September 12, 2024, be and the same is hereby amended as is reflected on Change Order No. 1 attached hereto.

BE IF FURTHER RESOLVED that the total contract amount be hereby amended from Three Million Four Hundred Fifty Thousand and No/100s ($3,450,000.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to Three Million Five Hundred Sixty-Nine Thousand, Nine Hundred Forty-Two Dollars and 15/100 ($3,569,942.15), including this Change Order No. 1 in the amount of One Hundred Nineteen Thousand, Nine Hundred Forty-Two Dollars and 15/100 ($119,942.15), said Change Order is substantially in words and figures as attached hereto and identified as "Change Order Number 1 to the Contract between the City of Huntsville and Stewart Electric Company, Inc. for the Von Braun Center Lighting and Sprinkler Improvement project" located at 700 Monroe Street SW, Huntsville, Alabama, consisting of twenty-five (25) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the City Clerk Office of the City of Huntsville, Alabama.

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville, Alabama

MATHENY GOLDMON

VBC VON BRAUN CENTER

Contract Modification Request (CMR) | Change Order (CO) Cost Accountability Log

Lighting & Sprinkler Improvements for the Von Braun Center

			COST DIVISION BY PARTY				
CHANGE ORDER PACKAGE	APPROVED CMR NUMBER	DESCRIPTION	UNFORSEEN CONDITIONS	VBC	MATHENY GOLDMON	SSOE GROUP	CMR TOTAL
PENDING	1	Adding future conduits across the paving at Concert Hall Back-of-House		$ 31,220.00			$ 31,220.00
PENDING	2	Temporary kitchen power		$ 100,500.00			$ 100,500.00
PENDING	3	Time extension for pre-function area lights. 52 days.					$ -
PENDING	4	**CREDIT**. Refurbishment of four (4) South Hall elevators.	$ (16,175.00)				$ (16,175.00)
PENDING	5	Furnish and install equipment to upgrade existing 4100U panel to an ES panel.	$ 4,920.15				$ 4,920.15
PENDING	6	**CREDIT**. Liquidated damages. $1,000.00 per day x 12 days = $12,000.00. (12 working days during the period from Aug 4, 2025 - Aug 29, 2025)	$ (12,000.00)				$ (12,000.00)
PENDING	7	**CREDIT**. VBC provided fire watch in garage. 1186 hours @ $25 per hour = $29,650	$ (29,650.00)				$ (29,650.00)
PENDING	8	South Hall drawing revisions for control cabling.	$ 29,315.00				$ 29,315.00
PENDING	9	Laundry transformner installation.		$ 11,812.00			$ 11,812.00
		TENATIVE TOTALS:	$ (11,254.85)	$ 131,720.00	$ -	$ -	$ 119,942.15
						ORIGINAL CONTRACT AMOUNT:	$ 3,450,000.00
						TENATIVE NEW CONTRACT AMOUNT WITH APPROVED CHANGE ORDER PACKAGE #1:	$ 3,569,942.15
						% OF CHANGE ORDER TOTAL:	3.48%

"EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO.

DATE: January 13, 2026 PROJECT: VBC Lighting & Sprinkler Improvements

TO: Stewart Electric 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 _____

(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 $ $119,942.15	$
ORIGINAL CONTRACT PRICE	$ 3,450,000.00
Net total previous Change Orders	$
Previous revised Contract Price	$
This Change Order No. 1-9 ADD (DEDUCT)	$ 119,942.15
Revised Contract Price this date	$ 3,569,942.15

Extension of time resulting from this Change Order 052 (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 further 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 and Deposit of Maryland
(Company)

By _____ Attorney-in-Fact
(Authorized Representative)

CONTRACTING PARTIES

Stewart Electric Company, Inc.
(Contractor)

By _____
(Authorized Representative) Will Mitchell, President

RECOMMENDED

By _____
(Design Engineer or Architect)

By _____
(VBC Director of Operations)

By _____
(VBC Executive Director)

CITY OF HUNTSVILLE, ALABAMA

By _____
(Its Mayor)

By _____
(President of City Council)

Date _____

00270-40
REVISED 11-3-2015 LEGAL APPVD

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: April 29, 2025 **CMR NUMBER:** 1

PROJECT: Von Braun Center Lighting & Sprinkler Improvements

OWNER: City of Huntsville

ARCHITECT: Matheny Goldman

CONTRACTOR: Stewart Electric Company, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):
All future conduits across drive at Concert Hall BOH

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $31,220.00
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR Stewart Electric Company, Inc.
   B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

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:**
   - ___ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   - X 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. ARCHITECT
   B. PROJECT MANAGER
   C. EXECUTIVE DIRECTOR (VBC)

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.

STEWART ELECTRIC COMPANY, INC.
Commercial • Industrial • Design • Engineering
StewartElectricInc.com

1009 A Cleaner Way, SW, Huntsville, AL 35805-6713
P.O. Box 14485, Huntsville, AL 35815-0485
Telephone: (256) 536-4375
Fax: (256) 536-6724

April 29, 2025

To: Corey Stricklen

From: Will Mitchell

Subject: VBC Primary Conduits QUOTE R1

Lump Sum Price Includes:

- Furnish & Install (2) 5" Sch. 40 conduits with long radius elbows
- Furnish & Install (1) 2" Sch. 40 conduit with standard elbow
- Furnish & Install gravel backfill
- Cut & Patch interior concrete floor slab
- Excavate & Backfill interior floor slab sub-grade with gravel
- Spoils removal
- Clean-up
- Equipment rental

EXCLUDES:

- Permit
- Taxes
- Patch of asphalt

Clarifications:

- None

Lump Sum Price **$31,220.00**

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: April 29, 2025 **CMR NUMBER:** 2

PROJECT: Von Braun Center Lighting & Sprinkler Improvements

OWNER: City of Huntsville

ARCHITECT: Matheny Goldman

CONTRACTOR: Stewart Electric Company, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Temporary kitchen power

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $100,500.00
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR Stewart Electric Company, Inc.
   B. ARCHITECT _____

*****BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT*****

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:**
   - ____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   - _X_ 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. ARCHITECT _____
   B. PROJECT MANAGER _____
   C. EXECUTIVE DIRECTOR (VBC) _____

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STEWART ELECTRIC COMPANY, INC.
Commercial • Industrial • Design • Engineering **StewartElectricInc.com**

1009 A Cleaner Way, SW, Huntsville, AL 35805-6713
P.O. Box 14485, Huntsville, AL 35815-0485
Telephone: (256) 536-4375
Fax: (256) 536-6724

April 29, 2025

To: Thomas McDermott

From: Will Mitchell

Subject: VBC Temporary Kitchen Electrical QUOTE R1

Lump Sum Price Includes:

- Aux Kitchen Hood
  - Furnish & Install (4) double oven feeds at 208V 3Φ 40A
  - Furnish & Install (1) grill at 208V 3Φ 100A direct wired via disconnect
- Aux Kitchen Room
  - Furnish & Install (5) steam well feeds at 120V 1Φ 20A GFCI with receptacles
  - Furnish & Install (5) hot box feeds at 120V 1Φ 20A GFCI with receptacles
- Concession Kitchen Hood 1
  - Furnish & Install (3) fryer feeds at 208V 3Φ 70A direct wired via disconnects
  - Furnish & Install (2) grills at 208V 3Φ 100A direct wired via disconnects
- Concession Kitchen Hood 2
  - Furnish & Install (1) double oven feed at 208V 3Φ 40A
  - Furnish & Install (1) skillet feed at 208V 3Φ 70A direct wired via disconnect
- Concession Kitchen Room
  - Furnish & Install (1) kettle feed at 208V 3Φ 70A direct wired via disconnect
  - Install (2) owner furnished transformer and panel combos
  - Furnish & Install (2) 100A aluminum MC feeders from swbd on 2nd floor
  - Furnish & Install (2) 100A breakers
  - Floor coring and fire seal
- Contactors on circuits under the hood that need to shut down upon an alarm
- Interlock between the hood controller and contactors
- Permit

EXCLUDES:

- Any work on the hoods and fans
- Any fire alarm

Clarifications:

- We have GFCI on all receptacles under the hood. For the 70A and 100A we have a disconnect and direct connection which does not require GFCI.
- Three-week lead time to get all components

Lump Sum Price **$100,500.00**

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: April 29, 2025 **CMR NUMBER:** 3

PROJECT: Von Braun Center Lighting & Sprinkler Improvements

OWNER: City of Huntsville

ARCHITECT: Matheny Goldman

CONTRACTOR: Stewart Electric Company, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Time extention for pre-function area lights

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $0.00
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 52
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR Stewart Electric Company, Inc.
   B. ARCHITECT _____

*****BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT*****

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
   X 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. ARCHITECT _____
   B. PROJECT MANAGER _____
   C. EXECUTIVE DIRECTOR (VBC) _____

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LIGHTING INLINE ELECTRICAL

HUNTSVILLE
P.O. Box 7267
Huntsville, AL 35807
Main Phone (256)533-2851
Fax (256)533-6316

ALABAMA LOCATIONS

ALBERTVILLE
ATHENS
AUBURN
BIRMINGHAM
CULLMAN
DECATUR
DOTHAN
GADSDEN
HUNTSVILLE
JASPER
PELHAM
MONTGOMERY
MUSCLE SHOALS
TROY
TRUSSVILLE
TUSCALOOSA

TN, GA, & FL LOCATIONS

CHATTANOOGA, TN
CLARKSVILLE, TN
CLEVELAND, TN
COLUMBIA, TN
MURFREESBORO, TN
NASHVILLE, TN
SPRING HILL, TN
RINGGOLD, GA
PANAMA CITY, FL
PENSACOLA, FL

May 1st 2025

Will Mitchell
Stewart Electric
1009 A Cleaner Way
Huntsville, AL 35805

Attn: Von Braun Civic Center Lighting Improvements Project

Mr. Mitchell,

The manufacturer, Luminis, has confirmed they will ship the type P1, P1D, P1DE, and P1E fixtures no later than May 23rd 2025. This date is almost 7 weeks later than we were orignally told these would be shipped.

Thank you

Chris Belew
Account Manager
Inline Electric
Huntsville, AL

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: June 24, 2025 **CMR NUMBER:** 4

PROJECT: Von Braun Center Lighting & Sprinkler Improvements

OWNER: City of Huntsville

ARCHITECT: Matheny Goldman

CONTRACTOR: Stewart Electric Company, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Refurbishment of four South Hall elevators

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): ($16,175.00)
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR — Stewart Electric Company, Inc.
   B. ARCHITECT

*****BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT*****

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:**
   - [ ] MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   - [X] 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. ARCHITECT
   B. PROJECT MANAGER
   C. EXECUTIVE DIRECTOR (VBC)

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Telephone: (256) 536-4375
Fax: (256) 536-6724

June 24, 2025

To: Byron Clanton

From: Will Mitchell

Subject: VBC Lighting & Sprinkler Elevator Allowance

Lump Sum Price Includes:
- Refurbishment of four South Hall elevators
- Clean-up

EXCLUDES:
- None

Clarifications:
- None

Bid Allowance	**$65,000.00**
Quote from Otis	**$46,500.00**
5% Fee	**$2,325.00**
Difference	**($16,175.00)**

Otis Service and Repair Order

6/19/2025

CUSTOMER NAME
VON BRAUN CIVIC CENTER
700 MONROE STREET
HUNTSVILLE, AL 35801

OTIS ELEVATOR COMPANY
200 W SIDE SQ SUITE 975
HUNTSVILLE, AL 35801

OTIS CONTACT
Jennifer Hasenei
Phone: (205) 458-6898
Email: Jennifer.Hasenei@otis.com

PROJECT LOCATION
VON BRAUN CIVIC CENTER
700 MONROE ST SW
HUNTSVILLE, AL 35801-5579

PROPOSAL NUMBER
QTE-002199962

OTIS SERVICE AND REPAIR ORDER

We propose to furnish the necessary material and labor on the following units:

Unit
4 units

SCOPE OF WORK
Refurbishment of 4 South Hall Elevator Cabs
New Island Ceiling with stainless steel, satin panels & silver satin frames
New Round LED light fixtures
New Stainless Steel Cab Entry Thresholds

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

PRICE
$46,500.00
Forty-six thousand five hundred dollars

This price is based on a **one hundred** percent **(100%) downpayment** in the amount of $46,500.00.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

VON BRAUN CIVIC CENTER	Otis Elevator Company
Date:	Date:
Signed:	Signed:
Print Name:	Print Name: Austin Hudgins
Title:	Title: GM
Email:	Email:

Company Name: VON BRAUN CIVIC CENTER

□ Principal, Owner or Authorized Representative of Principal or Owner

□ Agent _____
(Name of Principal or Owner)

OTIS SERVICE AND REPAIR ORDER

OTIS SERVICE AND REPAIR ORDER

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND

THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least $2,000,000 for personal injury or death, and $2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: June 24, 2025 **CMR NUMBER:** 5

PROJECT: Von Braun Center Lighting & Sprinkler Improvements

OWNER: City of Huntsville

ARCHITECT: Matheny Goldman

CONTRACTOR: Stewart Electric Company, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Furnish and install equipment to upgrade existing 4100U panel to an ES panel

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $4,920.15
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR Stewart Electric Company, Inc.
   B. ARCHITECT _____

*****BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT*****

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.
   _____ 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. ARCHITECT _____
   B. PROJECT MANAGER _____
   C. EXECUTIVE DIRECTOR (VBC) _____

*****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.*****

STEWART ELECTRIC COMPANY, INC.
Commercial • Industrial • Design • Engineering

StewartElectricInc.com

1009 A Cleaner Way, SW, Huntsville, AL 35805-6713
P.O. Box 14485, Huntsville, AL 35815-0485
Telephone: (256) 536-4375
Fax: (256) 536-6724

June 24, 2025

To: Byron Clanton

From: Will Mitchell

Subject: VBC Fire Alarm Panel Upgrade QUOTE

Lump Sum Price Includes:

- Furnish & Install equipment to upgrade existing 4100U panel to and ES panel
- Clean-up

EXCLUDES:

- None

Clarifications:

- None

Quote from JCI	**$4,920.15**
5% Fee	**$246.01**
Lump Sum Price	**$5,166.16**

CHANGE PROPOSAL

Johnson Controls Fire Protection
4770 Grantswood Road
Birmingham, AL 35210
(205) 948-3200

JCI Project Number	650656422		
PROJECT NAME	VBCC Light and Sprinkler		
LOCATION OF WORK	700 Monroe Street. Huntsville, AL 35801		
CONTRACT NO.	CPQ-656442	**CHANGE PROPOSAL NO.**	FA-CO-01
REQUESTING PARTY	Chad Howard	**DATE OF REQUEST**	6/19/25
PROJECT MANAGER	Chad Howard	**CONTRACTOR**	Stewart Electric
OWNER	VBCC	**ENGINEER**	

CHANGE PROPOSAL OVERVIEW

DESCRIPTION OF CHANGES NEEDED/REQUESTED	Upgrade the 4100U to an ES panel.
REASON FOR CHANGE	4100U panel does not figure with new equipment.
SUPPORT & JUSTIFICATION DOCUMENTS	*See Attachment A*
SPECIFICATIONS	

CHANGE IN CONTRACT PRICE

ORIGINAL PRICE	$16,392.36
NET CHANGES OF PREVIOUS CHANGE ORDERS	$0.00
NET INCREASE / DECREASE	$4,920.15
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	$21,312.51

CHANGE IN CONTRACT TIMES

ORIGINAL TIME IN DAYS	0
NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	0
NET INCREASE / DECREASE IN DAYS	2
TOTAL CONTRACT TIME WITH APPROVED CHANGES	2

RECOMMENDED BY:		**ACCEPTED BY:**	
DATE:		**DATE:**	
REVIEWED BY:		**APPROVED BY:**	
DATE		**DATE**	

It is hereby agreed the changes and additions in the Scope of Work noted below shall constitute an Extra to the contract in the amount noted on this form. The sum shall be added to the original value of the above numbered contract and at Extras heretofore approved. Price does not include sales tax. Quote is good for 30 days. Equipment price is valid for 60 days upon acceptance. Quote is for listed material and labor listed in quote only. Price is good for work during normal business hours only (8am-5pm).

Page 2 EXTENDED COST DETAIL - CPQ-656442FA-CO-01

PROJECT NAME	VBCC Light and Sprinkler		
LOCATION OF WORK	700 Monroe Street, Huntsville, AL 35801		
CONTRACT NO.	CPQ-656442	**CHANGE PROPOSAL NO.**	FA-CO-01

	DESCRIPTION	SELL
GENERAL CONDITIONS		$304.18
MATERIAL (INCLUDES SUNDRY)		$1,850.67
LABOR		$2,765.29
DESIGN		$0.00
SUBCONTRACTING		$0.00
EQUIPMENT/RENTALS		$0.00
FINANCIAL- SPECIAL CONDITIONS		$0.00
	TOTAL	$4,920.15

CONTRACTOR SIGNATURE		**PROJECT MANAGER SIGNATURE**	
DATE		**DATE**	

PAGE 3 DETAIL PRINTOUT - CPQ-656442FA-CO-01

MATERIAL

MATERIAL NAME	DESCRIPTION/PN	QTY	SELL/EA	SEL/EXT
NXP CPU CARD	4100-7158	1	$1,682.43	$1,682.43
		0		
		0		
		0		
		0		
		0		
		0		
		0		
		0		
		0		
		0		
		0		
		0		
		0		
		0		
		0		
		0		
		0		
		0		
		0		
		0		
		0		
SUNDRY (SHIPPING, TRANSPORTATION, USE-TAX)				$168.24

LABOR	QTY	EXTENDED PRICE
COMM / TECH	16	$2,765.29
INSTALLATION	0	
PROJ MGMT	0	
PV/ASSOCIATE PM	0	
SPECIFIC PROD TRAINING	0	
PREP/FAB	0	

DESIGN	QTY	EXTENDED PRICE
Design	0	
CAD	0	
Third party designer	0	
SUB- PE Stamp	0	
Filing Fees	0	
Consumables	0	
Outside printing service	0	
As-builts / Manuals non-labor costs	0	

CONTRACTOR SIGNATURE	PROJECT MANAGER SIGNATURE
DATE	DATE

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: January 12, 2026 **CMR NUMBER:** 6

PROJECT: Von Braun Center Lighting & Sprinkler Improvements

OWNER: City of Huntsville

ARCHITECT: Matheny Goldman

CONTRACTOR: Stewart Electric Company, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

CREDIT. Liquidated damages. $1,000.00 per day x 12 days = $12,000.00 (12 working days during the period from Aug 4, 2025 - Aug 29, 2025

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $(12,000.00)
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): _____
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR _____
   B. ARCHITECT _____

*****BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT*****

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
   X UNFORESEEN CONDITIONS
   _____ TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**
   _____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   X 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. ARCHITECT _____
   B. PROJECT MANAGER _____
   C. EXECUTIVE DIRECTOR (VBC) _____

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"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: January 12, 2026 **CMR NUMBER:** 7

PROJECT: Von Braun Center Lighting & Sprinkler Improvements

OWNER: City of Huntsville

ARCHITECT: Matheny Goldman

CONTRACTOR: Stewart Electric Company, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

CREDIT. VBC provided fire watch in garage. 1,186 hours @ $25 per hour = $29,650.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $(29,650.00)
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): _____
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR _____
   B. ARCHITECT _____

*****BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT*****

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
   - X UNFORESEEN CONDITIONS
   - ____ TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**
   - ____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   - X 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.
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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   A. ARCHITECT _____
   B. PROJECT MANAGER _____
   C. EXECUTIVE DIRECTOR (VBC) _____

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"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: January 12, 2026 **CMR NUMBER:** 8

PROJECT: Von Braun Center Lighting & Sprinkler Improvements

OWNER: City of Huntsville

ARCHITECT: Matheny Goldman

CONTRACTOR: Stewart Electric Company, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

VBC South Hall Lighting & Sprinkler Drawing Revision

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $29,315.00
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION):
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR _____
   B. ARCHITECT _____

*****BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT*****

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:**
   ___ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   X 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. ARCHITECT _____
   B. PROJECT MANAGER _____
   C. EXECUTIVE DIRECTOR (VBC) _____

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STEWART ELECTRIC COMPANY, INC.
Commercial • Industrial • Design • Engineering

StewartElectricInc.com

1009 A Cleaner Way, SW, Huntsville, AL 35805-6713
P.O. Box 14485, Huntsville, AL 35815-0485
Telephone: (256) 536-4375
Fax: (256) 536-6724

October 9, 2025

To: Kevin Overton

From: Will Mitchell

Subject: VBC South Hall Lighting & Sprinkler Drawing Revision QUOTE

Lump Sum Price Includes:

- Furnish & Install 400A 120/208V panel for non-dim circuits
- Furnish & Install 400/3 SqD breaker
- Furnish & Install approximately 4,000' of Cat 6 cabling for control interface
- Furnish & Install (2) Cat 6 cables from Ballroom dimmer rack to new South Hall dimmer rack
- Recircuit South row of fixtures to new dimmer rack
- Clean-up

EXCLUDES:

- None

Clarifications:

- None

Lump Sum Price **$29,315.00**

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: January 12, 2026 **CMR NUMBER:** 9

PROJECT: Von Braun Center Lighting & Sprinkler Improvements

OWNER: City of Huntsville

ARCHITECT: Matheny Goldman

CONTRACTOR: Stewart Electric Company, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

VBC Back of House Laundry Equipment Connection

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $11,812.00
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION):
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR _____
   B. ARCHITECT _____

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

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. ARCHITECT _____
   B. PROJECT MANAGER _____
   C. EXECUTIVE DIRECTOR (VBC) _____

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.

STEWART ELECTRIC COMPANY, INC.
Commercial • Industrial • Design • Engineering
StewartElectricInc.com

1009 A Cleaner Way, SW, Huntsville, AL 35805-6713
P.O. Box 14485, Huntsville, AL 35815-0485
Telephone: (256) 536-4375
Fax: (256) 536-6724

December 15, 2025

To: Will Russell

From: Will Mitchell

Subject: VBC Back of House Laundry Equipment Connection QUOTE

Lump Sum Price Includes:

- Install (12) owner furnished transformers for washers and dryers
- Furnish & Install (3) equipment racks
- Furnish & Install (12) disconnects
- Furnish & Install all raceways, fittings, supports, and wire as needed
- Clean-up

EXCLUDES:

- None

Clarifications:

- None

Lump Sum Price **$11,812.00**

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-136

Department: Administration

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

Resolution authorizing the Mayor to enter into an Agreement to Exercise Option for Contract Extension between the City of Huntsville and RP Media, Inc., for digital billboards.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $

Total Cost: $

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:

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 execute and enter into an Agreement to Exercise Option for Contract Extension by and between the City of Huntsville and RP Media, Inc., 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 "Agreement to Exercise Option for Contract Extension between the City of Huntsville and RP Media, Inc.," consisting of three (3) pages including an attachment, and the date of February 12, 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 12th day of February, 2026.

_____

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

APPROVED his the 12th day of February, 2026.

_____

Mayor of the City of Huntsville,
Alabama

AGREEMENT TO EXERCISE OPTION FOR CONTRACT EXTENSION BETWEEN THE CITY OF HUNTSVILLE AND RP MEDIA, INC.

STATE OF ALABAMA)
COUNTY OF MADISON)

AGREEMENT TO EXERCISE OPTION FOR CONTRACT EXTENSION

This agreement is made and entered into this 12th day of February, 2026, by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (hereinafter referred to as the "City") and RP Media, Inc. (hereinafter referred to as "RP Media").

WHEREAS, the City and RP Media entered into an agreement (hereinafter referred to as the "Agreement") for RP Media to provide digital billboard advertising services on November 2, 2023, pursuant to Resolution No. 23-934, and said agreement was modified on or about February 8, 2024, pursuant to Modification No. 1; and

WHEREAS, the parties desire to exercise the option to extend set forth in Paragraph No. 6 of the Modification No. 1 as approved by the City Council on or about February 8, 2024, pursuant to Resolution No. 24-75.

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1. The term of the agreement, as modified by Modification No. 1, which was adopted by City Council on February 8, 2024, is extended until February 1, 2027.
2. The attachment to Modification No. 1 is replaced by the attachment to this agreement called RP Media Contract for Digital Billboard Display and dated January 27, 2025.
3. All remaining terms and conditions set forth in Modification No. 1, except as noted herein, are adopted in their entirety, as if set out fully herein.
4. 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.

RP MEDIA, INC.

By:_____
Ric Patterson
Its: President

CITY OF HUNTSVILLE, ALABAMA

By:_____
Tommy Battle
Its: Mayor

President of the City Council of the City of Huntsville, Alabama
Date: February 12, 2026

ATTEST:

_____
Shaundrika Edwards, City Clerk

STANDARD CONDITIONS

Attachment "A"

RP MEDIA CONTRACT FOR DIGITAL BILLBOARD DISPLAY

TO : Kelly Schrimsher
City of Huntsville
308 Fountain Circle
Huntsville, Al. 35801

DATE : January 27, 2025
CONTRACT NO. 012725A

The undersigned acting on behalf of the City of Huntsville hereby contracts with RP Media PO Box 2485, Huntsville, AL 35804 ("Company") for a digital billboard advertisement in the market listed below for a period of 12 months, February 2, 2025 thru February 1, 2026.

Artwork Spec : 200 pixel high x 760 pixel wide 72PPI Jpg
Artwork approved and posted by : Linda Patterson **linda@rpmediaad.com** (256-468-7311)

MARKET-LOCATION	DIRECTION	TYPE OF SERVICE	SIZE	NET COST PER MONTH
Huntsville, AL South Memorial Parkway, North of the Airport Rd intersection.	**Northbound** Driving S to N appears on left hand side of road And **Southbound** Driving N to S appears on Right hand side of road	Digital billboard advertisement, displayed for 10 seconds every minute 24/7 on each side	10ft x 40ft full color digital billboard	$1200.00
Special instructions :			**TOTAL NET COST OF CONTRACT**	$14400.00

Invoices are billed net 30. Payment is due within these terms.

BY : Tommy Battle

DATE : February 13,2025

BY : Tom Ray Tom Ray

DATE : January 27, 2025

Tom Ray

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-137

Department: City Clerk

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

Resolution authorizing the Mayor to execute Addendum No. 3 to the Agreement between the City of Huntsville and JustFOIA Order No. 29896 for the Pro Renewal Coverage.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $16,067.84

Total Cost: $16,067.84

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 the renewal of the annual subscription with JustFOIA for Public Records Request.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6479

Department: City Clerk

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

Resolution authorizing the Mayor to execute Addendum No. 3 to the Agreement between the City of Huntsville and JustFOIA Order No. 29896 for the Pro Renewal Coverage.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $16,067.84

Total Cost: $16,067.84

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 the renewal of the annual subscription with JustFOIA for Public Records Request with Laserfiche integration.

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 Addendum No. 3 to the Agreement between the City of Huntsville and JustFOIA, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said addendum is substantially in words and figures similar to that certain document attached hereto and identified as "Addendum No. 3 between the City of Huntsville and JustFOIA Order No. 29896," for the Pro Renewal Coverage consisting of three (3) pages, and the date of February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

**Addendum No. 3 to the
Agreement Between
the City of Huntsville, Alabama and
JustFOIA, Inc.
as adopted and approved Pursuant to
Resolution No. 24-50 of the City Council
of the City of Huntsville**

ADDENDUM NO. 3 TO AGREEMENT

This Addendum No. 3 to the Agreement between the City of Huntsville, Alabama, a municipal corporation (the "City") and JustFOIA, Inc. ("JustFOIA") (this "Addendum No. 3") is made effective as of the 12th day of February, 2026, by and between the City and JustFOIA.

WITNESSETH

WHEREAS the City and JustFOIA entered into that certain Agreement on January 25, 2024, (the "Agreement"), which set forth the terms and conditions for JustFOIA to provide the City annual access to the JustFOIA platform; and

WHEREAS the Agreement was for an initial term beginning March 11, 2024, and continuing until March 10, 2025; and renewed for an additional term beginning March 10, 2025, and continuing until March 9, 2026; and

WHEREAS the Agreement was modified pursuant to "Addendum No. 1 to the Agreement between the City of Huntsville and JustFOIA Orden No. 29896" dated June 27, 2024 and adopted and approved pursuant to Resolution No. 24-449 of the City Council of the City of Huntsville; and "Addendum No. 2 to the Agreement between the City of Huntsville and JustFOIA Orden No. 29896" dated February 13, 2025, and adopted and approved pursuant to Resolution No. 25-102 of the City Council of the City of Huntsville; and

WHEREAS the parties mutually desire to renew the Agreement for an additional one-year term for the period of March 10, 2026 through March 9, 2027.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties do hereby agree to the following:

1. The term of the Agreement is extended for one additional year commencing on March 10, 2026, and continuing through March 9, 2027, with pricing as set forth in Invoice Number RN26699 attached hereto as Exhibit A.

2. All other terms and conditions of the Agreement as previously modified remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement, on the date set forth above.

THE CITY OF HUNTSVILLE, ALABAMA

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

JUSTFOIA, INC.

By: _____
Its:

JustFOIA

Bill To:
City of Huntsville
Attention: Shaundrika Edwards
308 Fountain Circle
Huntsville, AL 35801

Invoice Number	RN26699
Invoice Date	1/2/2026
PO Number	
Payment Terms	Net 30
Customer ID	CIOFHUNTSAL01
End Customer ID	HuntsvilleAL

Reference: Annual Billing for 2026-2027

JustFOIA Pro Renewal Coverage Period: 3/10 - 3/9

Description	Extended Amount
Subscription (JF)	
Product Group Total	$13,011.71
Supplemental Support Subscription (JF)	
Product Group Total	$3,056.13

Subtotal	$16,067.84
Downpayment Applied	-$0.00
Sales Tax	$0.00
Total Due	$16,067.84

Electronic Payment Information:
JustFOIA Operating
c/o Enterprise Bank
ABA: 081006162
Account: 1512286
(800) 342-2633

Thank you for your business.

Mail-in Payment Information
JustFOIA, Inc.
c/o Enterprise Bank
P.O. Box 790379
St. Louis, MO 63179-0379
(800) 342-2633

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-138

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 (CHDO), for the use of Home Investment Partnerships (HOME) program funds for eligible CHDO Operating Expenses in accordance with the construction of 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: $19,000

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:
Under the HOME Investment Partnerships Program regulations, the agreement for CHDO Operating funds is legally required to be a separate contract. Resolution No. 26-63, effective January 22, 2026, authorized the use of HOME funds for the construction of affordable housing on this site

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6548

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 (CHDO), for the use of Home Investment Partnerships (HOME) program funds for eligible CHDO Operating Expenses in accordance with the construction of 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: $19,000

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:
Under the HOME Investment Partnerships Program regulations, the agreement for CHDO Operating funds is legally required to be a separate contract. Resolution No. 26-63, effective January 22, 2026, authorized the use of HOME funds for the construction of affordable housing on this site

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 Investment Partnerships 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 Partnerships Program Funds for Operating Expenses in Accordance with the Construction of Affordable Housing at Kildare Street (APN #13810), Huntsville, AL 35811," consisting of twenty-three (23) pages, including Exhibit A and one Addendum with the signature of the Council President or President Pro tem, and the date February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville,
Alabama

Docusign Envelope ID: 1D200F8A-0108-40CF-BBCF-8DCD3C980D29

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 FOR OPERATING EXPENSES IN ACCORDANCE WITH THE CONSTRUCTION OF AFFORDABLE HOUSING AT KILDARE STREET (APN #13810), HUNTSVILLE, AL 35811

THIS AGREEMENT, entered into this the 12th day of February 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, the DEVELOPER, 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 Investment Partnerships (HOME) program income eligibility criteria. The CITY shall provide a total of **$19,000.00** 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.

II. PROJECT LOCATION. All records related to the DEVELOPER shall be maintained at the DEVELOPER'S office located at 520 Madison Street Southeast, Suite B, 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: February 12, 2026

Docusign Envelope ID: 1D200F8A-0108-40CF-BBCF-8DCD3C980D29

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, under Resolution No. 26-63, has provided HOME 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.

IV. TIME OF PERFORMANCE. All activities to be undertaken by the DEVELOPER will be undertaken beginning on February 12, 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. **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 **$19,000.00** (Nineteen thousand and 0\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 program. HOME 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 funds to the CITY shall, at the option of the CITY, result in the termination, reduction or delay of HOME 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:

Docusign Envelope ID: 1D200F8A-0108-40CF-BBCF-8DCD3C980D29

COST CATEGORY

ACCOUNT NUMBER	ACCOUNT NAME		AMOUNT
515520	**Operating Expenses**		**$19,000.00**
		TOTAL	**$19,000.00**

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

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.

Docusign Envelope ID: 1D200F8A-0108-40CF-BBCF-8DCD3C980D29

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 the corresponding Resolution No. 26-63 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 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 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 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.

Docusign Envelope ID: 1D200F8A-0108-40CF-BBCF-8DCD3C980D29

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 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. 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.

Docusign Envelope ID: 1D200F8A-0108-40CF-BBCF-8DCD3C980D29

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 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. The 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 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 funds allocated for this Project, shall be submitted in accordance with 2 CFR part 230, subpart F.

F. No reporting requirements for the CITY 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

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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 "A" 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. DEVELOPERS 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.

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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.

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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 "A" 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.

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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

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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.

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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.

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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 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.

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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.

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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.

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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 CITY and the DEVELOPER have executed this Agreement on this the 12th day of February 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.

DocuSigned by:
Darin Geiger 1/30/2026 | 11:18 AM PST
6499833145E64F6...
Its: Authorizing Official

DATE: _____

ATTEST:

DocuSigned by:
Teri Johnston 1/30/2026 | 11:28 AM PST
82DC9A382EB9400...

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Exhibit "A"

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.

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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.

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(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.

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(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 affordability period 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 affordability period 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.

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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.

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(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

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(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

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-139

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 (CHDO), for the use of Home Investment Partnerships (HOME) program funds for eligible CHDO Operating Expenses in accordance with the construction of 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: $19,000

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:
Under the HOME Investment Partnerships Program regulations, the agreement for CHDO Operating funds is legally required to be a separate contract. Resolution No. 26-64, effective January 22, 2026, authorized the use of HOME funds for the construction of affordable housing on this site

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6549

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 (CHDO), for the use of Home Investment Partnerships (HOME) program funds for eligible CHDO Operating Expenses in accordance with the construction of 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: $19,000

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:
Under the HOME Investment Partnerships Program regulations, the agreement for CHDO Operating funds is legally required to be a separate contract. Resolution No. 26-64, effective January 22, 2026, authorized the use of HOME funds for the construction of affordable housing on this site

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 Investment Partnerships 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 Partnerships Program Funds for Operating Expenses in Accordance with the Construction of Affordable Housing at Kildare Street (APN #590395), Huntsville, AL 35811," consisting of twenty-three (23) pages, including Exhibit A and one Addendum with the signature of the Council President or President Pro tem, and the date February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville,
Alabama

Docusign Envelope ID: 08246484-6D02-484A-995D-F8180D66682B

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 FOR OPERATING EXPENSES IN ACCORDANCE WITH THE CONSTRUCTION OF AFFORDABLE HOUSING AT KILDARE STREET (APN #590395), HUNTSVILLE, AL 35811

THIS AGREEMENT, entered into this the 12th day of February 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, the DEVELOPER, 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 Investment Partnerships (HOME) program income eligibility criteria. The CITY shall provide a total of **$19,000.00** 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.

II. PROJECT LOCATION. All records related to the DEVELOPER shall be maintained at the DEVELOPER'S office located at 520 Madison Street Southeast, Suite B, 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: February 12, 2026

Docusign Envelope ID: 08246484-6D02-484A-995D-F8180D66682B

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, under Resolution No. 26-64, has provided HOME 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.

IV. TIME OF PERFORMANCE. All activities to be undertaken by the DEVELOPER will be undertaken beginning on February 12, 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. **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 **$19,000.00** (Nineteen thousand and 0\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 program. HOME 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 funds to the CITY shall, at the option of the CITY, result in the termination, reduction or delay of HOME 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:

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COST CATEGORY

ACCOUNT NUMBER	ACCOUNT NAME		AMOUNT
515520	**Operating Expenses**		**$19,000.00**
		TOTAL	**$19,000.00**

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

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.

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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 the corresponding Resolution No. 26-64 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 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 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 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.

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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 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. 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.

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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 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. The 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 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 funds allocated for this Project, shall be submitted in accordance with 2 CFR part 230, subpart F.

F. No reporting requirements for the CITY 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

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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 "A" 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. DEVELOPERS 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.

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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.

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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 "A" 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.

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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

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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.

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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.

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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 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.

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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.

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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.

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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 CITY and the DEVELOPER have executed this Agreement on this the 12th day of February 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.

DocuSigned by:
Darin Geiger 1/30/2026 | 11:18 AM PST
6499833145E64F6...
Its: Authorizing Official

DATE: _____

ATTEST:

DocuSigned by:
Teri Johnston 1/30/2026 | 11:29 AM PST
82DC9A382EB9400...

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Exhibit "A"

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.

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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.

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(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.

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(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 affordability period 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 affordability period 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.

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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.

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(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

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(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

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-140

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, Lambert Contracting, LLC, for Pedestrian Access and Redevelopment Corridor (PARC) along Pinhook Creek, Project No. 71-26-SP03 & Federal Aid Project No. RAISE-4523(252).

Resolution No.

Finance Information:

Account Number: 2502-71-00000-527005-PARC0001-00196
City Cost Amount: $20,092,195.14
Total Cost: $20,092,195.14

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:
PARC Phase 1 to include 3,200 linear feet of Pinhook Creek channel widening from Holmes Avenue to US 231, approximately 100,000 cubic yards of excavation and approximately 90,000 square feet of MSE wall.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6416

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, Lambert Contracting, LLC, for Pedestrian Access and Redevelopment Corridor (PARC) along Pinhook Creek, Project No. 71-26-SP03 & Federal Aid Project No. RAISE-4523(252).

Resolution No.

Finance Information:

Account Number: 2502-71-00000-527005-PARC0001-00196
City Cost Amount: $20,092,195.14
Total Cost: $20,092,195.14

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:
PARC Phase 1 to include 3,200 linear feet of Pinhook Creek channel widening from Holmes Avenue to US 231, approximately 100,000 cubic yards of excavation and approximately 90,000 square feet of MSE wall.

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 Lambert Contracting, LLC, in the amount of TWENTY MILLION NINETY-TWO THOUSAND ONE HUNDRED NINETY-FIVE AND .14/100 DOLLARS ($20,092,195.14) for Pedestrian Access and Redevelopment Corridor (PARC) Along Pinhook Creek, Base Bid and Option #2, Project No. 71-26-SP03 and Federal Aid Project No. RAISE-4523(252), 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 Lambert Contracting, LLC, for Pedestrian Access and Redevelopment Corridor (PARC) Along Pinhook Creek, Base Bid and Option #2, Project No. 71-26-SP03 and Federal Aid Project No. RAISE-4523(252)," consisting of a total of one (1) page plus two hundred fifty (250) additional pages consisting of Attachments A2-KK, 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 February 12, 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 12th day of February, 2026.

_____

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

APPROVED this the 12th day of February, 2026.

_____

Mayor of the City of Huntsville, Alabama

CONTRACT BETWEEN CITY OF HUNTSVILLE, ALABAMA
AND
LAMBERT CONTRACTING, LLC
FOR
PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR (PARC) ALONG PINHOOK CREEK, BASE BID AND OPTION #2
PROJECT NO. 71-26-SP03 AND FEDERAL AID PROJECT NO. RAISE-4523(252)

STATE OF ALABAMA}
MADISON COUNTY}

THIS CONTRACT, made and entered into this 12th day of February, 2026, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and LAMBERT CONTRACTING, LLC, sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Pedestrian Access and Redevelopment Corridor (PARC) Along Pinhook Creek, Base Bid and Option #2, Project No. 71-26-SP03 and Federal Aid Project No. RAISE-4523(252), 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

_____
Lambert Contracting, LLC

_____
Shaundrika Edwards
City Clerk

ATTEST: _____

_____
City Council President

DATE: February 12, 2026

ALONG PINHOOK CREEK

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		ATTACHMENT "A2"				1/23/2026
		PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK				
		Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03				
		BASE BID				
ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	201A002	Clearing and Grubbing (Maximum Allowable Bid $)	1	LS	$30,000.00	$30,000.00
2	206C001	Removing Concrete Pavement	13,290	SY	$2.60	$34,554.00
3	206C002	Removing Concrete Slope Paving	2,264	SY	$4.35	$9,848.40
4	206C015	Removing Concrete Foundation Slab	3,138	SY	$2.60	$8,158.80
5	206C023	Removing Riprap	2,586	SY	$2.53	$6,542.58
6	206D000	Removing Pipe	1,184	LF	$26.10	$30,902.40
7	206D003	Removing Curb and Gutter	482	LF	$2.60	$1,253.20
8	206D006	Removing Industrial Fence	2,532	LF	$2.60	$6,583.20
9	206D008	Removing Retaining Wall	384	LF	$70.00	$26,880.00
10	206D011	Removing Fence	189	LF	$2.60	$491.40
11	206D012	Removing Rock Culvert	5	LF	$1,304.00	$6,520.00
12	206E000	Removing Headwalls	12	EA	$550.00	$6,600.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
13	206E001	Removing Inlets	1	EA	$650.00	$650.00
14	206E002	Removing Junction Boxes	2	EA	$650.00	$1,300.00
15	206E003	Removing Manholes	2	EA	$650.00	$1,300.00
16	206E018	Removing Concrete Pedestal	8	EA	$260.00	$2,080.00
17	206E022	Removing Metal Pole with Light	5	EA	$260.00	$1,300.00
18	206G002	Removal of Rubble	1	LS	$6,500.00	$6,500.00
19	210A000	Unclassified Excavation (Excess Removed from Site)	95,356	CY	$15.00	$1,430,340.00
20	210A001	Unclassified Excavation (Special Undercutting) As Directed by the Engineer	20,773	CY	$18.50	$384,300.50
~~21~~	~~243C000~~	~~Filter Fabric~~	~~12,598~~	~~SY~~	~~$0.00~~	~~$0.00~~
22	305B071	Coarse Aggregate, Section 801, For Miscellaneous Use (Surge Rock)	9,500	TON	$35.00	$332,500.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
23	305B077	Crushed Aggregate, Section 801, For Miscellaneous Use	500	TON	$37.00	$18,500.00
24	529A020	Retaining Wall L1	15,642	SF	$109.31	$1,709,827.02
25	529A021	Retaining Wall L2	27,813	SF	$106.40	$2,959,303.20
26	529A022	Retaining Wall L3	25,085	SF	$108.61	$2,724,481.85
27	529A023	Retaining Wall R1	1,463	SF	$135.53	$198,280.39
28	529A024	Retaining Wall R2	4,220	SF	$107.46	$453,481.20
29	529A025	Retaining Wall R4	4,609	SF	$99.60	$459,056.40
30	529A026	Retaining Wall R5	3,675	SF	$100.72	$370,146.00
31	529A027	Retaining Wall R6	6,720	SF	$100.72	$676,838.40
32	529A028	Retaining Wall R7	115	SF	$100.72	$11,582.80
33	533A096	12" Storm Sewer Pipe (Class 3 R.C.)	59	LF	$142.00	$8,378.00
34	533A097	15" Storm Sewer Pipe (Class 3 R.C.)	89	LF	$135.00	$12,015.00
35	533A098	18" Storm Sewer Pipe (Class 3 R.C.)	226	LF	$140.00	$31,640.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
36	533A099	24" Storm Sewer Pipe (Class 3 R.C.)	420	LF	$160.00	$67,200.00
37	533A100	30" Storm Sewer Pipe (Class 3 R.C.)	46	LF	$190.00	$8,740.00
38	533A101	36" Storm Sewer Pipe (Class 3 R.C.)	127	LF	$210.00	$26,670.00
39	533A103	48" Storm Sewer Pipe (Class 3 R.C.)	12	LF	$543.00	$6,516.00
40	533A104	54" Storm Sewer Pipe (Class 3 R.C.)	13	LF	$560.00	$7,280.00
41	533B099	29" Span, 18" Rise Storm Sewer Pipe (Class 3 R.C.)	60	LF	$222.00	$13,320.00
42	533B100	36" Span, 23" Rise Storm Sewer Pipe (Class 3 R.C.)	571	LF	$170.00	$97,070.00
43	533B101	44" Span, 27" Rise Storm Sewer Pipe (Class 3 R.C.)	228	LF	$270.00	$61,560.00
44	600A000	Mobilization	1	LS	~~$2,001,846.00~~ 1,151,846.00 CEL	~~$2,001,846.00~~ 1,151,846.00 CEL
45	610C000	Loose Riprap, Class 1	17,773	TON	$39.00	$693,147.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
46	610C002	Loose Riprap, Class 2	11,445	TON	$39.00	$446,355.00
47	610D003	Filter Blanket, Geotextile	6,029	SY	$3.00	$18,087.00
48	614A000	Slope Paving	700	CY	$750.00	$525,000.00
49	619A002	18" Roadway Pipe End Treatment, Class 1	2	EA	$2,400.00	$4,800.00
50	619A003	24" Roadway Pipe End Treatment, Class 1	4	EA	$2,500.00	$10,000.00
51	619A004	30" Roadway Pipe End Treatment, Class 1	2	EA	$3,300.00	$6,600.00
52	619A005	36" Roadway Pipe End Treatment, Class 1	3	EA	$4,800.00	$14,400.00
53	619A007	48" Roadway Pipe End Treatment, Class 1	1	EA	$5,000.00	$5,000.00
54	619A008	54" Roadway Pipe End Treatment, Class 1	1	EA	$5,000.00	$5,000.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
55	619B018	36" Span, 23" Rise Roadway Pipe End Treatment, Class 1	4	EA	$5,000.00	$20,000.00
56	619B019	44" Span, 27" Rise Roadway Pipe End Treatment, Class 1	1	EA	$5,000.00	$5,000.00
57	619B267	29" Span, 18" Rise Roadway Pipe End Treatment, Class 1 (Double Line)	1	EA	$2,600.00	$2,600.00
58	621A013	Junction Boxes, Type Special	10	EA	$12,000.00	$120,000.00
59	621C030	Inlets, Type "Special"	17	EA	$9,850.00	$167,450.00
60	623C003	Combination Curb & Gutter, Type C (Modified)	916	LF	$24.00	$21,984.00
61	645A512	10 Inch Ductile Iron Sanitary Sewer Gravity Pipe Laid	537	LF	$138.00	$74,106.00
62	645H510	48 Inch Manhole	3	EA	$4,400.00	$13,200.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
63	645M500	Connection to Existing Manhole	2	EA	$5,289.00	$10,578.00
64	650A000	Topsoil	5,000	CY	$31.00	$155,000.00
65	650B000	Topsoil from Stockpiles	7,500	CY	$9.00	$67,500.00
66	652A100	Seeding	13	ACRE	$1,600.00	$20,800.00
67	659C002	Erosion Control Product, Type S2	62,462	SY	$2.00	$124,924.00
68	665A000	Temporary Seeding	13	ACRE	$1,290.00	$16,770.00
69	665B001	Temporary Mulching	13	TON	$550.00	$7,150.00
70	665J002	Silt Fence	9,081	LF	$5.50	$49,945.50
71	665N000	Temporary Coarse Aggregate, ALDOT Number 1	240	TON	$45.00	$10,800.00
72	665O001	Silt Fence Removal	9,081	LF	$1.00	$9,081.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
73	665P005	Inlet Protection, Stage 3 or 4	35	EA	$537.00	$18,795.00
74	665Q002	Wattle	288	LF	$10.00	$2,880.00
75	674A000	Construction Safety Fence	6,222	LF	$6.50	$40,443.00
76	680A001	Geometric Controls	1	LS	$53,750.00	$53,750.00
77	999-000	Trainee Hours at 80 Cents Per Hour	5,600	HOUR	$0.80	$4,480.00
78	206A-050	Removal of Old Bridge, Partial, Old Heart of Huntsville to VBC (approx Station 24+00)	1	LS	$6,500.00	$6,500.00
79	206A-051	Removal of Old Bridge, Partial, Old St. Clair (approx. Station 32+50)	1	LS	$6,500.00	$6,500.00
80	622A000	Manhole Covers Reset	5	EA	$700.00	$3,500.00
81	622A001	Manhole Covers Reset (Storm)	5	EA	$700.00	$3,500.00
82	622A002	Manhole Covers Reset (Sanitary)	8	EA	$700.00	$5,600.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
		NON-PARTICIPATING ITEMS				
83	COH 001	6 ft Permanent Chain-link Fence	6,222	LF	$38.00	$236,436.00
84	COH 002	Conduit Bank, Install Owner Furnished Conduit, (6) 3" HDPE & (2) 2" HDPE in Common Trench, Complete in Place to Include Contractor provided Excavation, Crushed Stone Backfill, Surface Restoration to Match Existing or Direction Bore as Contractors Option	1,200	LF	$97.00	$116,400.00
85	COH 003	Conduit Riser-Up with Owner Furnished Handhole 36"x60"x48" Spaced Every 500' or as Directed by the Engineer, Complete in Place	6	EA	$5,200.00	$31,200.00
86	COH 004	Brown Sandstone Boulder Gravity Wall System, to Include excavation, boulders, stone backfill, geotextile, wall penetrations and all incidentals for a Complete in Place wall system	30,061	SF	$40.50	$1,217,470.50

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
87	COH 005	Communication Allowance, as Directed by the Engineer	1	LS	$390,000.00	$390,000.00
88	COH 006	Huntsville Utility Project Allowance, As Directed by the Engineer	1	LS	$900,000.00	$900,000.00
89	COH 007	Utility Encasement Concrete, As Directed by the Engineer	125	CY	$180.00	$22,500.00
90	COH 008	Non Structural FlowFill for Utilities, As Directed by the Engineer	75	CY	$175.00	$13,125.00
91	COH 009	Pedestrian Bridge Foundation Allowance	1	LS	$100,000.00	$100,000.00
92	COH 010	5 ft Temporary Chain-link Fence	5,000	LF	$15.00	$75,000.00
93	COH 011	Landscape Allowance for Medical Mall Restoration	1	LS	$75,000.00	$75,000.00
94	COH 012	LOT K Parking Lot Restoration Allowance	1	LS	$200,000.00	$200,000.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
		TOTAL BASE BID				19,550,693.74 ~~$20,400,693.74~~ CEL
		Option No. 1				
		Delete				
45	610C000	Loose Riprap, Class 1	17,773	TON	-$39.00	($693,147.00)
46	610C002	Loose Riprap, Class 2	11,445	TON	-$39.00	($446,355.00)
		Add				
1-1	610C000	Loose Riprap, Class 1 Size , Decorative Brown Sandstone to Match Sewall Color	17,773	TON	$58.40	$1,037,943.20
1-2	610C000	Loose Riprap, Class 2 Size, Decorative Brown Sandstone to Match Sewall Color	11,445	TON	$58.40	$668,388.00
		Total Option No. 1				$566,829.20

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
		Option No. 2				
		Add				
2-1	COH013	PROFILE FUTERRA 7020 (or equal) TRM, WITH FLEXTERRA HP-FGM (or equal) HYDRAULIC INFILL. TO INCLUDE CORKSCREW PINS, STAPLES, ANCHOR TRENCHES, CHECK SLOTS, GROUND PREPARARTION, SEED, NATIVE SEED, AND ALL INCIDENTALS PER PLANS AND SPECIAL CONDITION 10,000, FOR A COMPLETE IN PLACE TRM SYSTEM.	8,378	SY	$21.30	$178,451.40
2-2	COH 014	LIVE, NATIVE PLANTS TO INCLUDE INSTALLATION PROCEEDURE PER SPECIAL PROVISION 10,000 FOR A COMPLETE IN PLACE PLANTING.	7,000	EA	$16.15	$113,050.00
2-3	COH 015	Temporary Irrigation Allowance	1	LS	$50,000.00	$50,000.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
2-4	COH 016	Bendway Weir and Hardpoint Spur Allowance	1	LS	$200,000.00	$200,000.00
		Total Option No. 2				$541,501.40
		ALL ITEMS SHALL BE CONSIDERED IN PLACE. UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND REMOVAL REQUIRED.				
		COMPANY Lambert Contracting LLC SIGNATURE Cody E. Lambert DATE 1-23-26				

ATTACHMENT "B"

PROPOSAL

TO: THE CITY OF HUNTSVILLE

City Hall
305 Fountain Circle
Huntsville, Alabama

PROPOSAL OF Lambert Contracting, LLC
(NAME)
31303 US Hwy 72, Hollywood, AL 35752
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR (PARC) ALONG PINHOOK CREEK
COH PROJECT 71-26-SP03 & FEDERAL AID PROJECT NO. RAISE-4523(252)

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 CD-RW (preferably in a live/flash drive format) 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 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 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 seven hundred thirty (730) Calendar Days.

Contractor Prequalification is required to bid on this project. The contract will not be awarded to a bidder who is not qualified with the Alabama Department of Transportation and does not have a valid ALDOT certification of qualifications. Further details and definitions regarding this provision are included in the

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR (PARC)
ALONG PINHOOK CREEK
COH PROJECT NO. 71-26-SP03 & FEDERAL AID PROJECT NO. RAISE-4523(252)
PAGE 2

project special provisions.

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.

Attachment I, J, K and L must be completed and submitted with the bid.

DATED: January 23, 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 50081

(IF A CORPORATION)
SIGNATURE OF BIDDER Cody E. Lambert

BY Cody E Lambert, Sole Managing Member

BUSINESS ADDRESS 31303 US Hwy 72, Hollywood, AL 35752

INCORPORATED UNDER THE LAWS OF THE STATE OF Alabama.

NAMES OF OFFICERS
PRESIDENT _____
SECRETARY _____
TREASURER _____

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR (PARC)
ALONG PINHOOK CREEK
COH PROJECT NO. 71-26-SP03 & FEDERAL AID PROJECT NO. RAISE-4523(252)

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: 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 this document 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"

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR (PARC)
ALONG PINHOOK CREEK
COH PROJECT NO. 71-26-SP03 & FEDERAL AID PROJECT NO. RAISE-4523(252)

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	Jan. 9, 2026
2	Jan. 16, 2026

COMPANY Lambert Contracting, LLC

SIGNATURE Cody E. Lambert

TITLE Sole Managing Member

DATE January 23, 2026

ATTACHMENT "D"

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR (PARC)
ALONG PINHOOK CREEK
COH PROJECT NO. 71-26-SP03 & FEDERAL AID PROJECT NO. RAISE-4523(252)

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.

N/A

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)				
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"

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR (PARC)
ALONG PINHOOK CREEK
COH PROJECT NO. 71-26-SP03 & FEDERAL AID PROJECT NO. RAISE-4523(252)

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. Apollo Park - City of Huntsville - 305 Fountain Circle
   P3rd floor Huntsville AL 35801
   Natasha Wright 256.705.3098 $7,800,000.00

2. Sandra Moon Complex - City of Huntsville - 305 Fountain Circle
   305 Fountain 3rd floor Huntsville, AL 35801
   Diane Cook 256.427.5000 $3,381,000.00

3. Noccalula Campground - City of Gadsden - 1500 Noccalula Rd, Gadsden, AL 35904 256.549.4520
   Heath Williamson $11,376,500.00

4. Guntersville Park Facility Improvements P2 - City of Guntersville - 341 Gunter Ave, Guntersville, AL 35976
   Current Mayor Leigh Dollar 256.571.7560 $7,971,000.00

5. Scottsboro Square City of Scottsboro - 316 South Broad St
   Scottsboro, AL 35768 Josh Little 256.574.3100
   $1,800,000.00

ATTACHMENT "F"

MANDATORY Pre-bid meeting to be held on Wednesday, January 7, 2026, at 2:00 pm CST, at City Hall, on the 6th Floor in Training Rooms 624 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: Pedestrian Access and Redevelopment Corridor (PARC) along Pinhook Creek, more particularly known as Project No. 71-26-SP03 & Federal Aid Project No. RAISE-4523(252).

Description of Project: PARC Phase I will include 3,200 linear feet of Pinhook Creek channel widening from Holmes Avenue to US 231. The project will include approximately 100,000 cubic yards of excavation and approximately 90,000 square feet of MSE wall intended to reduce flooding and promote downtown development.

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). Prior to being awarded a contract, bidders on projects that are partially or wholly funded with federal monies shall submit a copy of their license issued by the State Licensing Board for General Contractors. Bidders may satisfy this requirement by placing a copy of the license into the proposal of each submitted bid.

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, in the 6th Floor Training Room 624, on the 23rd day of January, 2026, until 10:00 am CST. 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 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 Lambert Contracting (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: Sole Managing Member
(Signature of authorized individual) "

Advertise Date: 12/31/2025

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: _____
KATHY MARTIN, CITY ENGINEER
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

BY: _____
PROJECT ENGINEER

IF FINAL ESTIMATE, DATE WORK WAS COMPLETED: _____

ATTACHMENT "H"

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): Lambert Contracting, LLC
- City of Huntsville current taxpayer identification number (if available): 57714
  (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: 46-2801829 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: Cody F. Lambert Title (if applicable): Sole Managing Member

Type or legibly write name: Cody F Lambert Date: Jan. 23, 2026

E-Verify

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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 Lambert Contracting, LLC (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

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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@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 Lambert Contracting, LLC	
Name (Please Type or Print) Cody Lambert	Title
Signature Electronically Signed	Date 02/08/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/08/2016

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Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Lambert Contracting, LLC
Company Facility Address	31303 US HWY 72 Hollywood, AL 35752
Company Alternate Address	PO BOX 464 Hollywood, AL 35752
County or Parish	JACKSON
Employer Identification Number	262801829
North American Industry Classification Systems Code	237
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	Brittany Lambert
Phone Number	(256) 609 - 0024
Fax Number	
Email Address	office@lambert-contracting.com

Name	Cody Lambert
Phone Number	(256) 609 - 0024
Fax Number	
Email Address	codylambert@lambert-contracting com

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ATTACHMENT "I"

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of Lambert Contracting, 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 this state can enjoy open trade.***

Cody E. Lambert

Title: Sole Managing Member

***(Signature of authorized individual)* "**

ATTACHMENT "J"

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: Cody E. Lambert

Name of Certifying Official (print): Cody E Lambert

Title: Sole Managing Member

Date of Certification (mm/dd/yyyy): 01/23/2026

NOTE: PROPOSAL WILL NOT BE ACCEPTED, AND BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY, OR UNLESS A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED.

FORM OF

BID BOND

Revised 5/2016

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as **Principal**, and _____ (Name of Surety), as **Surety**, are held and firmly bound unto

THE [CITY] OF [*city*]

as **Obligee** in the full and just sum of five percent (5%) of amount bid (Maximum amount - $10,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** is herewith submitting its proposal for Project Number **????- [#### (###)]**, located in the [City] of [*city*], County of [*county*], State of Alabama.

The condition of this obligation is such that:

If the aforesaid **Principal** shall be awarded the contract and said **Principal** will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void; otherwise, the **Principal** and the **Surety** will pay unto the **Obligee** the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this _____ (Day) day of _____ (Month), 20_____ (Year).

FORM OF BID BOND
PROJECT NO.: **?????-[####(##)]**

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

_____, Doing Business As, _____
(Name of Individual) (Business Name)

Business Mailing Address: _____
(Mailing Address)

NAME OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

_____
(Name of Partnership, Joint Venture or Corporation*) - (If Two Corporations**)

Business Mailing Address: _____ BY: _____ (L.S.)
_____ (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)
(Address)

Business Mailing Address: _____ BY: _____ (L.S.)
_____ (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)
(Address)

Business Mailing Address: _____ BY: _____ (L.S.)
_____ (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)
(Address)

*(Corporate Seal)
Attest:

_____
(Secretary)

Name of State under the laws of which The Corporation was chartered:

_____
(State)

**(Corporate Seal)
Attest:

_____
(Secretary)

Name of State under the laws of which The Corporation was chartered:

_____
(State)

SURETY: _____
(Name of Surety)

BY (AGENT): _____
(Attorney in Fact)

AGENT'S ADDRESS: _____

_____
(Mailing Address)

NOTICE: VALID POWER OF ATTORNEY MUST BE ATTACHED.

PLEASE LEAVE ATTACHED IN YOUR BIDDING FORM

ATTACHMENT "L"

NOTICE TO CONTRACTORS

Disadvantaged Business Enterprises (DBE) requirements are not applicable to this contract.

FEDERAL-AID FUNDED PROJECTS

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1.) Withholding monthly progress payments;
(2.) Assessing sanctions; and/or
(3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of $10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26,"Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on Page Two of the Proposal Cover Sheet and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for HighwayConstruction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on Page Two of the Proposal Cover Sheet.

All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum $50,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed $50,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it 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. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

*Time may be modified by Special Provision.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS /_X_/ HAS NOT /_____/

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 1114 or 11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS /_X_/ HAS NOT /_____/

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

A. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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. Code. Any person who fails to file this 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.

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

Lambert Contracting, LLC
(Partnership, Joint Venture, Corporation or Individual)

By: Cody E. Lott
(Signature of Officer or Individual, as applicable)

By: _____
IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this 23rd day of January, 2026.

Ebonie Coffey
NOTARY PUBLIC

COMM EXP 12/4/28

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

This content is from the eCFR and is authoritative but unofficial.

Title 23 —Highways
Chapter I —Federal Highway Administration, Department of Transportation
Subchapter G —Engineering and Traffic Operations
Part 633 —Required Contract Provisions
Subpart A —Federal-Aid Construction Contracts (Other Than Appalachian Contracts)

Authority: 23 U.S.C. 114 and 315; 49 CFR 1.48.
Source: 52 FR 36920, Oct. 2, 1987, unless otherwise noted.

§ 633.102 Applicability.

(a) The required contract provisions and the required proposal notices apply to all Federal-aid construction contracts other than Appalachian construction contracts.

(b) Form FHWA–1273, "Required Contract Provisions, Federal-aid Construction Contracts," contains required contract provisions and required proposal notices that are required by regulations promulgated by the FHWA or other Federal agencies. The required contract provisions of Form FHWA–1273 shall be physically incorporated in each Federal-aid highway construction contract other than Appalachian construction contracts (see § 633.104 for availability of form).

(c) [Reserved]

(d) The required contract provisions contained in Form FHWA–1273 shall apply to all work performed on the contract by the contractor's own organization and to all work performed on the contract by piecework, station work, or by subcontract.

(e) The contractor shall insert in each subcontract, except as excluded by law or regulation, the required contract provisions contained in Form FHWA–1273 and further require their inclusion in any lower tier subcontract that may in turn be made. The required contract provisions of Form FHWA–1273 shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the requirements contained in the provisions of Form FHWA–1273.

(f) The State highway agency (SHA) shall include the notices concerning certification of nonsegregated facilities and implementation of the Clean Air Act and Federal Water Pollution Control Act, pursuant to 40 CFR part 15, in all bidding proposals for Federal-aid highway construction projects. As the notices are reproduced in Form FHWA–1273, the SHA may include Form FHWA–1273 in its entirety to meet this requirement.

[52 FR 36920, Oct. 2, 1987, as amended at 69 FR 7118, Feb. 13, 2004]

NOTICE TO CONTRACTORS

This notice is to inform contractors that the Department of Labor (DOL) published its final rule in the Federal Register, updating its regulations issued under the Davis-Bacon and Related Acts. This is DOL's first comprehensive regulatory update of 29 CFR Parts 1, 3 and 5 in nearly 40 years.

Recipients and subrecipients are encouraged to review the final rule and become familiar with DOL-provided resources. Additional information on the Final Rule, Frequently Asked Questions (FAQ's), Comparison Chart, webinar and other information can be found at this link: https://www.dol.gov/agencies/whd/government-contracts/construction/rulemaking-davis-bacon

The effective date of the final rule is October 23, 2023. The provisions in the final rule are applicable to contracts awarded on or after the effective date. In addition, the new provisions in 29 CFR 1.6(c) (2) (iii) apply to certain existing contracts, such as indefinite delivery/indefinite quantity (ID/IQ) construction contracts, and other contracts that are changed to include substantial work or time not within the scope of the original contract.

Among the changes, the DOL has revised 29 CFR 5.5, which impacts FHWA's required contract provisions contained in Form FHWA-1273, parts IV and V. The new Form FHW A-1273 is included in this proposal.

Please ensure all parties including subcontractors are aware of these changes.

NOTICE TO CONTRACTORS

FEDERAL-AID CONSTRUCTION CONTRACTS

A copy of Form FHWA-1273, "Required Contract Provisions – Federal-Aid Construction Contracts" must be included in each subcontract agreement and lower tier subcontract agreement that is submitted with the Request for Permission to Sublet Work (RPSW) for approval. Referencing Form FHWA-1273 is not enough. An actual copy of FHWA-1273 must be included.
This change is effective immediately.

Section-by-Section Summary of Changes to Form FHWA-1273

September 6, 2023

The following is a section-by-section overview of the revisions made to Form FHWA-1273.

I. GENERAL

- No change.

II. NONDISCRIMINATION

- No change.

III. NONSEGREGATED FACILITIES

- No change.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

- On August 23, 2023, the Department of Labor (DOL) published its Davis-Bacon final rule (88 FR 57526) that, among other things, amended the required contract clauses contained in this section. Federally assisted prime contracts awarded after the effective date of the rule, October 23, 2023, and all related lower-tier subcontracts must incorporate the new provisions, per DOL's final rule. Section IV has been updated to reflect the modifications in 29 CFR 5.5(a).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- This section is revised per the discussion in the previous section. However, the revisions in Section V reflect the modifications in 29 CFR 5.5(b).

VI. SUBLETTING OR ASSIGNING THE CONTRACT

- No change.

VII. SAFETY: ACCIDENT PREVENTION

- No change.

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

- No change.

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

- The citation in this section has been revised to be consistent with the renumbering of 2 CFR 200.327 (8/13/2020 85 FR 49506).

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

- A correction has been made to the numbering for "*4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants.*" Numbering for this item was inadvertently omitted in previous editions of FHWA-1273.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING:

- No change.

XII. USE OF UNITED STATES-FLAG VESSELS

- No change.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS:

- No change.

DATE: JANUARY 3, 2025 SPECIAL PROVISIONS NO.: 22-WR0045(6)

"General Decision Number: AL20250163 01/03/2025

Superseded General Decision Number: AL20240163

State: Alabama

Construction Type: Highway

County: Madison County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

-----(THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT)-----

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

DATE: JANUARY 3, 2025 SPECIAL PROVISIONS NO.: 22-WR0045(6)

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

ELEC0505-001 09/01/2023

	Rates	Fringes
ELECTRICIAN	$ 30.90	3%+9.41

SUAL2019-042 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 15.70 **	0.00
FORM WORKER	$ 14.27 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 20.94	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	$ 14.55 **	0.00

DATE: JANUARY 3, 2025 SPECIAL PROVISIONS NO.: 22-WR0045(6)

IRONWORKER, REINFORCING	$ 18.02		0.00
IRONWORKER, STRUCTURAL	$ 22.40		0.00
LABORER GRADE CHECKER	$ 14.89	**	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 13.15	**	0.23
LABORER: Common or General	$ 12.94	**	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.76	**	0.00
LABORER: Pipelayer	$ 13.19	**	0.00
LABORER: Erosion Control	$ 10.57	**	0.00
OPERATOR: Asphalt Spreader	$ 16.02	**	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 16.55	**	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.88	**	0.00
OPERATOR: Broom/Sweeper	$ 13.11	**	0.00
OPERATOR: Bulldozer	$ 16.72	**	0.00
OPERATOR: Crane	$ 23.49		0.00
OPERATOR: Drill	$ 26.73		11.25
OPERATOR: Grader/Blade	$ 16.88	**	0.00
OPERATOR: Loader	$ 16.11	**	0.00
OPERATOR: Material Transfer Vehicle	$ 16.60	**	0.00
OPERATOR: Mechanic	$ 21.23		0.00
OPERATOR: Milling Machine	$ 14.76	**	0.00
OPERATOR: Oiler	$ 16.83	**	0.00

DATE: JANUARY 3, 2025 SPECIAL PROVISIONS NO.: 22-WR0045(6)

OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.43 **	0.00
OPERATOR: Roller	$ 16.35 **	0.00
OPERATOR: Scraper	$ 13.30 **	0.00
PAINTER (Brush and Roller)	$ 15.97 **	1.27
TRAFFIC CONTROL: Flagger	$ 11.48 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 10.57 **	0.00
TRUCK DRIVER: Dump Truck	$ 14.53 **	0.00
TRUCK DRIVER: Flatbed Truck	$ 15.00 **	0.00
TRUCK DRIVER: Lowboy Truck	$ 17.01 **	0.00
TRUCK DRIVER: Semi-Trailer Truck	$ 15.56 **	0.00
TRUCK DRIVER: Water Truck	$ 13.71 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which

the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0002

EFFECTIVE DATE: January 1,2022

SUBJECT: Title VI Assurance.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX A, TITLE VI ASSURANCE to FHWA

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set for in Appendix B of 49 C.F.R. Part 21.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitation, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporating of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by subcontractor, or supplier as a result of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022 Special Provision No. 22-LPA-001

EFFECTIVE DATE: January 1, 2022

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

SECTION 101
DEFINITION OF TERMS

101.01 Definitions

This Article (101.01) shall be amended to include the following Subarticle:

(d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.

SECTION 102
PROPOSAL REQUIREMENTS AND CONDITIONS

102.02 Qualification of Bidders.

This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:

(a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of $1,000,000. Project awards less than $1,000,000.00 will not require ALDOT prequalification. For project awards in excess of $1,000,000.00, proposal forms will only be issed to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

This Article shall be further amended by deleting the first sentence of Subarticle (b) through the colon (":") as written and the following substituted in lieu thereof:

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. 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.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures 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. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. 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 "0.00" in the unit price column (if applicable) and "0.00" in the 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.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as "Cumulative Alternates", then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the "Base Bid". Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or "Base Bid" with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero ("$0.00") amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or "Cumulative Alternates", as discussed in the preceding two paragraphs.

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 LPA 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.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(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 LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business 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.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may 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, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

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. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder's letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

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 Highway Work" or "Bid Proposal", and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. 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.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award by made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109
MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110
CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Region Engineer within 30 calendar days after the LPA has submitted it to the administering Region. The Region Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Region Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Region within 30 calendar days. The review and response by the Region Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022 Special Provision No. 22-LPA-002

EFFECTIVE DATE: January 1, 2022

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

SECTION 105
CONTROL OF WORK

105.15 Acceptance.

This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:

(a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

(b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.

1. GENERAL.

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will requests NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of four successive weeks in some newspaper in general circulation published within the county in which the project is located. Final settlement with the contractor will not be made prior to the expiration of 30 days after the completion of the notice, although in fact, due to the amount of time generally taken up in complying with other requirements, final settlement will likely take well in excess of 30 days. If the project is located in more than one county, an advertisement shall be given in a newspaper of general circulation published within each county in which the project is located. Proof of publication of said notice shall be made by the Contractor to the LPA, by affidavit of the publisher, and a printed copy of the published notice. If a newspaper is not published in a county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of same shall be made by the Probate Judge or Sheriff and the Contractor.

In cases where contractors are performing contracts of less than fifty thousand dollars ($50,000) in amount, the governing body of the LPA shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the LPA and shall post notice of final completion on the LPA's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor will not be made prior to the expiration of one entire week after the posting of the notice, although in fact, due to the amount of time generally taken up in complying with other requirements, final settlement will likely take well in excess of one week.

6. WRITTEN NOTICE OF FINAL ACCEPTANCE.

After completion of all requirements noted in this Article and Article 109.12, the LPA will process the Final Estimate for payment. At this time, the LPA will give the Contractor written notice that the project is completed, and will specify that date as Final Acceptance.

ATTACHMENT "R"

State of _____)
County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):
_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

   BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

   EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

___ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
___ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____.

_____
Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20____.

WITNESS: _____

_____
Printed Name of Witness

THIS FORM IS TO BE COMPLETED AND RETURNED WITH YOUR EXECUTED CONTRACT

AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) And Regulation In 41 CFR Part 60-4 On All Federal And Federally Assisted Contracts In Excess of $10,000.

Project Number:_____

County:_____

Contractor:_____

Mailing Address:_____
Street City State Zip

Telephone Number:_____ _____
A.C.

Employer Identification Number:_____

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

Amount of Contract: $_____

Estimated Starting Date:_____ Estimated Completion Date:_____

Signed:_____ Date:_____
Contractor's Representative

NOTE: If more than one contractor firm is involved, a copy of this statement shall be completed by each contractor and returned with the executed contract.

ATTACHMENT "T"

Statement Required To Be Submitted By Proposed Subcontractor Pursuant To Notice of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) And Regulations In 41 CFP Part 60-4 On All Federal And Federally Assisted Contracts In Excess of $10,000.

Project Number _____

County _____

Name of Subcontractor _____

Mailing Address _____
Street City State Zip

Telephone Number (____) _____

Employer Identification Number _____

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

Amount of Subcontract: $_____

Estimated Starting Date _____ Estimated Completion Date _____

State-County-City Where Work is to be Performed _____

_____

Information Furnished By _____

Title _____

The above information must be furnished for approval of your subcontract.

BOND

FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA,
_____ COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and, _____, as Surety, are held and firmly bound unto the _____ OF _____, ALABAMA, as Obligee, in the penal sum of _____ Dollars ($_____), for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the construction of _____ in the City of _____, _____ County, Alabama, to-wit: known as Federal Aid Project No. _____ a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall faithfully and promptly perform said Contract and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure, in any respect, of the said Principal to promptly and efficiently prosecute said work in accordance with the Contract, the above bound Surety shall, at its own expense, take charge of said work and complete the Contract, pursuant to the terms of the Contract, receiving, however, any balance of the funds in the hands of said Obligee due under said Contract. Said Surety may, if it so elects, by written direction given to the Obligee authorize the Obligee to advertise for bids to complete the said Contract at the expense of said Surety, and such Surety hereby agrees and binds itself to pay the expense of the completion of such work, less any funds in the hands of the Obligee remaining, under said Contract, to be due to said Principal.

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as hereinbefore provided, then said Obligee may cause ten days notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said contract, the Obligee shall have the authority to cause said work to be done, and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said Contract.

PERFORMANCE BOND
PROJECT NO.: _____

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Payment of Labor, Materials, Feed-stuffs or Supplies executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20_____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X)_____ (X)_____
Contractor's Signature Witness's Signature
_____ _____
Title/Address Title

By: (X)_____ (X)_____
Contractor's Signature Witness's Signature
_____ _____
Title/Address Title

By: (X)_____ (X)_____
Contractor's Signature Witness's Signature
_____ _____
Title/Address Title

_____
NAME OF SURETY

BY: _____
ATTORNEY-IN-FACT
Countersigned by Alabama Licensed Insurance Producer for Surety, if applicable:

_____ _____
Producer's Name License No.
_____
Address

NOTICE TO INSURANCE PRODUCER: Please print or write legibly your name and complete address below including PRODUCER'S COMPANY

_____
_____

_____
PRODUCER'S COMPANY

BOND

FOR PAYMENT OF LABOR, MATERIALS, FEED-STUFFS OR SUPPLIES

STATE OF ALABAMA,
_____ COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and, _____, as Surety, are held and firmly bound unto the _____ OF _____, ALABAMA, as Obligee, in the penal sum of _____ Dollars ($_____), for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the construction of _____ in the City of _____, _____ County, Alabama, to-wit: known as Federal Aid Project No. _____ a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall promptly make payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in said Contract, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, in the event that the said Principal as such Contractor shall fail to make prompt payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in such Contract, the above bound Surety shall be liable for the payment of such labor, material, feed-stuffs, or supplies and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Section 39-1-1, Code of Alabama 1975, as amended.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Section 39-1-1, Code of Alabama 1975, as amended, and consent that such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

LABOR, MATERIALS, FEED-STUFFS, & SUPPLIES BOND
PROJECT NO.: _____

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Performance Of The Work executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20_____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X)_____ (X)_____
Contractor's Signature Witness's Signature
_____ _____
Title/Address Title

By: (X)_____ (X)_____
Contractor's Signature Witness's Signature
_____ _____
Title/Address Title

By: (X)_____ (X)_____
Contractor's Signature Witness's Signature
_____ _____
Title/Address Title

_____
NAME OF SURETY

BY: _____
ATTORNEY-IN-FACT
Countersigned by Alabama Licensed Insurance Producer for Surety, if applicable:

_____ _____
Producer's Name License No.
_____
Address

NOTICE TO INSURANCE PRODUCER: Please print or write legibly your name and complete address below including PRODUCER'S COMPANY

_____
_____

_____
PRODUCER'S COMPANY

ATTACHMENT "W"

DETAILED INSTRUCTIONS FOR COMPLETING REQUEST FOR PERMISSION TO SUBLET WORK FORMS

(1) Project number shall be exactly as it appears on your contract with the "Local Agency".

(2) Show county or counties as shown on contract.

(3) Show proposed subcontractor's name as it appears on General Contractor's License and Certificate of Insurance and Qualification Letter.

(4) Give subcontractor's city and state.

(5) Item numbers shall correspond to those in the contract (ex.: 600A-000).

(6) Item description shall be complete; just as it appears in your contract. *

(7) Quantity shall correspond to contract quantity.

(8) Unit must correspond to contract unit (ex.: ton, sy, cy, etc.)

(9) Unit price shall be the same as that included in the contract. *

(10) Amount of each item shall correspond to the contract amount for this item. If necessary, attachment(s) may be used for additional items.

(11) (a) Surety's name.
(b) Signature and seal of authorized agent.

(12) (a) Prime contractor's name shall be shown exactly as it appears on your contract.
(b) Prime contractor's license number.
(c) Signature shall be legible.

(13) (a) Subcontractor's name shall be exactly as it appears on his Qualification Letter and General Contractor's License.
(b) Subcontractor's License Number.
(c) Subcontractor's signature shall be legible.

*Partials: If partial quantity is used, an explanation shall be provided showing exactly what portion of quantity will be performed by the subcontractor. If partial unit price, such as hauling, the unit (ex.: ton, cy, sy, etc.) must agree with the contract unit. However, a unit corresponding to the subcontract agreement unit may be used in the explanation of the partial. Partial unit price, whether materials, labor, or whatever, shall be the actual unit price agreed upon with the subcontractor. If partial quantity or partial unit price, give complete description, then show (partial) followed by an explanation of what portion of this work is to be performed by the subcontractor. For expediency, asterisk(s) and footnote(s) may be used.

Note: On all federal-aid projects, the prime contractor shall be responsible for seeing that the two attached federal forms be completed (if applicable). Equal employment opportunity statement shall be completed, signed and dated by the subcontractor, indicating has/has not, as appropriate, on all federal-aid contracts. On all federally assisted subcontracts in excess of $10,000.00, the affirmative action form shall be completed. The amount shown on the affirmative action form shall equal the amount of the subcontract. Please ensure that **all** information is supplied on these forms.

A copy of the subcontract is required for all projects. Subcontract shall include the following statement: "This subcontract includes the appropriate provisions of the contract between (_____) (prime contractor) and the "local agency", dated _____(date signed by the local agency)."

Form OE-7 LPA

Rev. 9-2018

REQUEST FOR PERMISSION TO SUBLET WORK

Send to Local Agency at:

Project No. (1) _____

County (2) _____

Dear Sir:

Your approval is requested for subletting the following items of work included in our contract with the "local agency" for the construction of the above numbered project to:

(3)_____ of (4) _____

Item No. (5)	Item/Description (6)	Quantity (7)	Unit (8)	Unit Price (9)	Amount (10)
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00

The contractor, sub-recipient, or the subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; and/or (3) disqualifying the contractor from future bidding as non-responsive.

The subcontract for this work, if this sublet request is approved, will contain all the pertinent provisions and regulations of the prime contract, and the subcontractor has been furnished with a copy of the pertinent provisions and requirements.

Sincerely,

(11)(a)_____
Surety

(12)(a) _____
Prime Contractor

(b) _____
AL Contractor's License Number

BY (b):_____

BY (c): _____

I hereby certify that I have been furnished with a copy of the pertinent provisions and regulations of the prime contract, including labor standards clauses that relate to these items of work. Furthermore, I have read and understand the statements noted above.

(13)(a) _____
Subcontractor

(b) _____
AL Contractor's License Number

BY (c): _____

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 Coliseum Boulevard, Montgomery, Alabama 36110

Bob Riley
Governor

Joe McInnes
Transportation Director

December 12, 2005

MEMORANDUM

TO: All Division Engineers

FROM: Ronald L. Baldwin
State Office Engineer

RE: Sublet Approval Requirements for
ALDOT Construction Projects

Subletting requirements for material haulers on ALDOT construction projects will be changed effective with the January 13, 2006 highway letting. The changes are contained in the attached correspondence and are approved by the Federal Highway Administration.

Please contact this office if you have any questions concerning this matter.

/RLB
pc: Mr. Joe McInnes
Mr. D. W. Vaughn
Mr. G. M. Harper
Mr. Terry McDuffie
Mr. Clay McBrien
Mr. Terry Robinson
Alabama Road Builders Association
File

ALABAMA DEPARTMENT OF TRANSPORTATIO
1409 Coliseum Boulevard, Montgomery, Alabama 36110

Bob Riley
Governor

STATE

November 18, 2005

Mr. Joe D. Wilkerson
Division Administrator
Federal Highway Administration
500 Eastern Boulevard, Suite 200
Montgomery, AL 36117-2018

RE: Sublet Approval Requirements for Alabama Department of Transportation Construction Projects

Dear Mr. Wilkerson:

As you are aware, the Alabama Department of Transportation is in the process of modifying our sublet approval requirements. This change involves sublet approvals relating to material haulers.

The Department's current policy mandates that a prime contractor or a subcontractor who hires another firm to haul materials (i.e. hauling asphalt from a plant to the job site, hauling borrow materials from a pit to the job site, etc.) must have an approved sublet request prior to beginning work. However, if the price of the materials purchased by the contractor includes delivery from a supplier, an approved sublet is not required.

The Department believes that the requirement for an approved sublet for contractor hired material haulers should be removed and delivering the materials treated the same as a materials supplier.

On October 13, 2005, Mr. Terry McDuffie, State Construction Engineer, Mr. Clay McBrien, Assistant State Office Engineer, and Mr. Skip Powe, DBE Contract Administrator, met with Mr. Steve Mills of your office to discuss this issue. Attached is a chart indicating the Department's proposed subcontracting requirements which include this modification.

APPROVED
11/29/06
(date)
For Joe D. Wilkerson
Division Administrator
Federal Highway Administration

We request that you review this information and provide us with your concurrence at your earliest convenience.

Sincerely,

Ronald L. Baldwin

Ronald L. Baldwin
State Office Engineer

RLB:CPM:agh
Attachment

pc: Mr. Joe McInnes
Mr. D. W. Vaughn
Mr. Terry McDuffie
Mr. Clay McBrien
Mr. David Bollie
File

The following chart should be used in determining when an approved sublet request and labor payrolls are required:

CONSTRUCTION ACTIVITY	SUBLET APPROVAL REQUIRED	LABOR PAYROLLS REQUIRED
1. Work within project limits (including hauling from one part of the project to another)	YES	YES
2. Material suppliers (dropping off and leaving)	NO	NO
3. Contractor hired truckers hauling to or from a commercial plant, pit, etc.	NO	NO
4. Contractor hired truckers hauling to or from a dedicated and adjacent plant, pit, etc.	YES*	YES*

*The following conditions must all apply in order to require approved sublet requests and labor payrolls for this activity:

a. Prime contractor or subcontractor hires the trucker.
b. Trucker is hauling to or from the project site.
c. The batch plant, borrow pit, waste pit, etc. is dedicated exclusively, or nearly so, to the contract, and
d. The batch plant, borrow pit, waste pit, etc. is adjacent to the project site.

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 Coliseum Boulevard, Montgomery, Alabama 36110

Robert Bentley
Governor

John R. Cooper
Transportation Director

November 4, 2016

To Whom It May Concern:

RE: SUBCONTRACTING ON LOCAL PUBLIC AGENCY (LPA) PROJECTS

Subcontractors do not have to be pre-qualified under the provisions of Article 102.02 of the Standard Specifications. However, a subcontractor must have the following data on file with the Local Agency or submitted with the sublet request before consideration will be given by the Local Agency in allowing a firm to do subcontracting work.

1. A letter indicating the firm's name, legal address, and a list of its officers, including the chairman of the board of directors for a corporation. Any changes should be reported immediately.

2. A valid Certificate of Insurance on file with the Local Agency or attached to the sublet request. Certificate of Insurance coverage shall be in accordance with the requirements of Article 107.15 of the Alabama Department of Transportation (ALDOT) Standard Specifications as amended. The certificate shall be on an acceptable form that provides all of the information required and should be signed by a local (Alabama) resident agent and provide the agent's address.

3. Contractor's license: The definition of a "General Contractor" includes subcontractors performing work in the amount of $50,000 or more for a general contractor on a project. Accordingly, sublet requests must include proof of contractor licensing (i.e. license number) for the prime contractor and all subcontractors who propose to engage in the business of general contracting for the Local Agency when/if the proposed work/cost of work to be performed qualifies the subcontractor to fit the following definition of "General Contractor":

   "A 'General Contractor' is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars ($50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama" (Code of Alabama, §34-8-1(a))

All sublet requests should be submitted in duplicate and directed to the Local Agency. **You are reminded that all sublet requests must be approved by the Local Agency before a subcontractor will be allowed to work on a project.**

The following items should be checked on each submittal. If any of these items are incomplete the Prime Contractor will be advised by the Local Agency in the most expedient manner (telephone, letter, etc.).

1. Sublet requests (See Form OE-7 LPA and Instructions on the ALDOT website noted below.) must be executed by the Prime Contractor, Subcontractor and Surety. Where a second subcontractor proposes to sublet work from the first subcontractor, the request must be executed by the Prime Contractor, both Subcontractors and Surety.

2. The Equal Employment Opportunity and Affirmative Action Statements must be executed by the Subcontractor and attached to the sublet request on Federal-aid projects. Please note that the Equal Employment Opportunity Form must be provided on all federal-aid project sublet requests. The Affirmative Action form is only required when the subcontractor contract is greater than $10,000. (See EEO and Affirmative Action Forms on the ALDOT website noted below.). Neither of these forms is required if the project is 100% non-federally funded.

3. On items to be subcontracted, show item numbers corresponding to those in the contract. Also, show the item description, quantity, item unit, unit price, extended amount, and total amount to be sublet.

4. The unit price on requests must be the unit price in the contract where all of the work, by item description, is subcontracted. If the item to be subcontracted is partial, such as only utilizing labor, materials, or equipment, and the unit price is less than that in the contract, an explanation shall be provided to this effect, and the amount shown.

5. A copy of the actual signed subcontract between the Prime and Subcontractor or, in case of a Subcontractor and a lower tier Subcontractor, a copy of their subcontract must be attached to the request. The Prime Contractor may use his own contract documents. The license numbers of all persons, firms or corporations (prime, subcontractor, or lower tier subcontractor) that are parties to the subcontract must be shown on the subcontract document. State and Federal laws, rules and regulations require that subcontracts include all appropriate provisions and requirements of the Prime (project) contract.

   Therefore, to assure the Local Agency that this requirement is met, the following certification must be included in the signed subcontract:

   "This subcontract includes the appropriate provisions of the contract between (Prime Contractor) and the (Local Agency) dated _____"

   Note: All Supplemental Specifications and Special Provisions, while they are a part of the contract records, need not be submitted. The subcontracts submitted to the Local Agency will be used to assure that an actual subcontract exists and that the proper documents are a part thereof.

30% Requirement:
It is required that a Prime Contractor perform at least 30% of the total original contract amount with its own forces. Work added by supplemental agreement or force account (see ALDOT Standard Specifications 109.04 for Force Account Work) is not included in this calculation. It is based strictly on the original bid amount.

Items that are designated in the item description in the original contract as "specialty items" may be performed by subcontract, and the cost of these items may be deducted from the total original contract amount before the calculation is done. If the prime is doing the specialty items with its own forces, the amount can be added back to the total.

A sublet approval still has to be done for specialty items and supplemental work, but they do not count against the 30% requirement. Force account work does not require a sublet approval at all.

The Local Agency must determine if the total of all sublet request approved exceeds the 70% allowable subcontract amount (See the Sublet Sheet Approval Template on the ALDOT website noted below. This program will aid in performing the calculation.). If the total, including the request being reviewed, exceeds the 70%, the sublet request cannot be approved.

The forms, calculation program, and other general information can be found on the ALDOT website at http://www.dot.state.al.us/tpmpweb/mp/LPADownloadsLinks.html under "Subcontracting". We hope this information will be of benefit to you in processing your sublet requests. Please feel free to call the Bureau of Office Engineer at (334)242-6457 if you should have any questions pertaining to this information.

Yours truly,

Clay P. McBrien, P.E.
State Office Engineer

CPM/cpm
Pc: Joe Lister
File

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: February 10, 2022 Special Provision No. 22-GA0007

EFFECTIVE DATE: April 1, 2022

SUBJECT: Value Engineering Payment.

Alabama Standard Specifications, 2022 Edition, SECTION 104 shall be amended as follows:

SECTION 104
SCOPE OF WORK

104.08 Value Engineering.

Subarticle 104.08(d) shall be replaced with the following:

(d) Value Engineering Payment.

If a VE proposal is approved by the Department, the changes and payment therefore will be authorized by a supplemental agreement. Reimbursement to the Contractor will be made as follows:

1. The changes shown on the VE proposal will be incorporated into the contract through plan revisions, changes in the quantities of unit bid items, newly agreed price items or by force account, as appropriate, in accordance with the specifications.
2. The cost of the revised work will be paid for directly as determined from the above-mentioned changes. In addition to such payment, the Department will pay to the Contractor, by a separate Lump Sum Item, an amount equal to one-half of the savings as reflected by the difference between the cost of the original contract work and the cost of the work performed under the approved VE proposal. Payments will be made on monthly estimates based on the estimated savings generated by the approved VE proposal. The amount to be paid on these estimates will be a percentage of the total estimated savings in proportion to the amount of the VE proposal work performed during that month. Upon completion of all work included in the VE proposal, the final total savings will be determined by comparing the cost of the work based on the original contract quantities and the cost of the actual VE work performed. The final payment for work performed under the VE proposal will make any necessary corrections in previous payments to reflect a total payment of 50% of the generated savings to the Contractor. In cases where a savings is not generated, the Department will make no payment beyond the cost of the work based on original contract quantities.
3. The Contractor's costs for development, design, and implementation of the VE proposal are not eligible for reimbursement.
4. The Contractor may submit VE proposals for an approved subcontractor but, if the proposal is approved, the reimbursement will be made by the Department to the Contractor.
5. Payment will be made under item number:

   104-A Value Engineering Proposal No. _____ - per lump sum

ATTACHMENT "Z"

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: June 23, 2023 GASP No. 22-GA0010(2)

EFFECTIVE DATE: September 1, 2023

SUBJECT: Work Performed and Progress Based Pay Items.

Alabama Standard Specifications, 2022 Edition, shall be amended by the revision of SECTIONS 101, 108, by the replacement of SECTIONS 600, 680, and 698:

SECTION 101
DEFINITION OF TERMS

101.01 Definitions.

(b) Terms.

Subarticle 101.01(b) shall be amended by the addition of the following definitions:

Adjusted Contract Amount. The current contract amount that is determined by applying actual and projected changes to the Contract Bid Price (original contract amount) caused by quantity overruns or underruns in contract items and actual and projected costs for extra work, either by supplemental agreement or by force account.

Original Contract Amount. The total contract bid price not including changes caused by quantity overruns, underruns, or extra work.

Progress Based Pay Items. Contract pay items for which progress payments (monthly estimate payments) are based on the progress of construction. Progress based pay items include Mobilization, Construction Fuel, Geometric Controls, and other items for which payments will be based on the progress of construction.

State Construction Engineer. The Bureau Chief of the Construction Bureau, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Work Performed. The dollar amount of work that has been completed at a point in time when progress payments (monthly estimate payments) will be made. Work Performed is the payment for the designated physical construction work that has been completed and accepted for payment. Work Performed will not include the following:

- payments for extra work done on a Force Account basis;
- payments that were, or will be based on the progress and quality of the construction;
- payments that were, or will be made for material price adjustments, fuels, and stored or unused materials.

Subarticle 101.01(b) shall also be amended by the deletion of the following definition:

~~**Contract Sum or Contract Amount.** The total contract bid price, revised to include changes caused by overruns and underruns in contract items, plus the sum of all approved supplemental agreements and force account orders.~~

SECTION 108
PROSECUTION AND PROGRESS

108.04 Prosecution of Work.

(e) Unsatisfactory Progress.

Subarticle 108.04(e) shall be replaced by the following:

(e) Unsatisfactory Progress.

The Department will monitor the Contractor's progress towards completing the work. The Contractor may be disqualified from bidding further work with the Department if the progress towards completing the work is unsatisfactory.

Unsatisfactory progress toward completing the work shall be when the "Percent Time Elapsed" exceeds the "Percent Complete" by more than 25 %. Percent Time Elapsed and Percent Complete are defined as follows:

$$\text{Percent Time Elapsed} = 100 \times \left[\frac{\text{Days Charged}}{\text{CT} + \text{TE}} \right]$$

$$\text{Percent Complete} = 100 \times \left[\frac{\text{WP} + \text{FA}_1}{\text{AC} - \text{PBPI}} \right]$$

Where,
Days Charged = Number of days charged towards the completion of the work.
CT = Original Contract time. (Days)
TE = Number of days of time extension. (Days)
WP = "Work Performed" as defined in Article 101.01. (Dollars)
FA_1 = Payments for Extra Work paid by Force Account. (Dollars)
AC = "Adjusted Contract Amount" as defined in Article 101.01. (Dollars)
PBPI = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

The decimal values derived by the terms "(Days Charged) / (CT + TE)" and "$(WP + FA_1) / (AC - PBPI)$" shall be rounded to the nearest hundredth.

When the Contractor's progress towards completing the work is unsatisfactory a warning notice of possible disqualification will be sent from the State Construction Engineer to the Contractor by certified mail (return receipt requested). The Contractor will be allowed 10 calendar days from the date of the receipt of the notice of possible disqualification to complete enough of the work to make the progress satisfactory or submit in writing an acceptable explanation to the State Construction Engineer for why the progress is unsatisfactory. At the end of the ten day period, a final notice of disqualification from further bidding will be issued if the progress of the work remains unsatisfactory or the explanation for the unsatisfactory progress is unacceptable.

108.08 Determination of Contract Time.

(d) Monthly Statement and Time Charges.

2. Contracts on a Calendar Day or Date Basis.

Item 108.08(d)2. shall be replaced by the following:

2. Contracts on a Calendar Day or Date Basis.

For projects on a calendar day or date basis, a statement will be furnished the Contractor indicating the number of calendar days remaining in the contract. For contracts that have a calendar completion date, the days assigned for contract time will be the number of calendar days available to the Contractor for performance of the work (from the beginning of contract time charges through the original calendar completion date). A revised completion date will be established for time extensions by adding the approved number of days of extension to the original contract completion date.

108.09 Extension of Contract Time.

Article 108.09 shall be replaced by the following:

108.09 Extension of Contract Time.

(a) Days or Date of Time Extension.

If approved by the Engineer, contract time extensions will be given as additional working days, additional calendar days or a revised calendar completion date in accordance with the type of time that is set in the original contract for the completion of the work. An extended time for completion, once approved, shall be in full force and effect the same as though it were the original time for completion.

(b) Extension of Contract Time due to Extra Work.

The original contract time may be extended due to the addition of extra work if the Engineer determines that the extra work will affect the schedule for the completion of the project. The contract time will be modified when the extra work is made a part of the contract.

(c) Extension of Contract Time due to Contract Overrun.

An extension of contract time will be made by the Engineer to account for the overrun of the required work (unexpected increase in the quantity of work). The time extension will be calculated using the following formula.

$$TE = CT \left[\frac{WP + FA_2 - EW}{OC - PBPI_1} - 1.0 \right]$$

(This formula is only applicable when WP - EW is greater than OC - PBPI.)

Where,
TE = Number of days of time extension. (Days) (Rounded up to the nearest whole number.)
CT = Original Contract time. (Days)
WP = "Work Performed" as defined in Article 101.01. (Dollars)
FA_2 = Payments for Extra Work paid by Force Account except for Force Account work that has been covered under an approved Time Extension. (Dollars)
EW = Total Amount of Extra Work paid by Supplemental Agreement, regardless of whether or not a time extension is approved as part of the agreement. (Dollars)
OC = Original Contract Amount. (Dollars)
$PBPI_1$ = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

For contracts that have a calendar completion date, there will be no automatic extension of contract time based on contract overrun. Extensions of contract time for calendar date projects must be based on either extra work or an approved Contractor request for additional time.

(d) Contractor's Request for an Extension of Contract Time.

If the Contractor anticipates that the work cannot be completed within the contract time (which includes approved time extensions) the Engineer may consider the Contractor's request for an extension of contract time. The request must be submitted in writing to the Engineer. The request shall include the specific dates and amount of time requested by the Contractor and a full description of the circumstances that were beyond the control of the Contractor and could not have been anticipated by the Contractor that caused the delay in the overall completion of the work. The controlling work items for each day and the factors that affected progress on these items shall also be provided. An assertion that the contract time is inadequate for the completion of the work will not be considered an acceptable reason for a time extension.

The Contractor shall submit the request for an extension of contract time to the Engineer for evaluation. The Engineer will evaluate the request and then send a recommendation for approval, disapproval or partial approval to the Construction Engineer for further evaluation.

The State Construction Engineer or Region Engineer may approve a time extension if the work was delayed because of conditions beyond the control of the Contractor and could not have been anticipated by the Contractor.

The Transportation Director will make a final determination of the amount of the time extension if the Contractor disagrees with the time extension designated by the State Construction Engineer or Region Engineer. The Contractor may submit the disputed request for a time extension

directly, in writing, to the Transportation Director. The Transportation Director will be the final authority in evaluating the disputed request for the time extension. The Transportation Director may send the request to the Claims Committee for a recommendation before making the final decision. Time extension requests will not be referred to the Claims Appeal Board. Information concerning the Claims Committee and Claims Appeal Board is given in Section 110.

SECTION 600
MOBILIZATION

600.01 Description.

This Section shall cover the preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The lump sum bid for mobilization shall be so distributed among the various pay items of the contract that an overrun of a particular pay item will not adversely affect the unit price of that item.

600.02 Materials.

Not applicable.

600.03 Construction Details.

Not applicable.

600.04 Method of Measurement.

(a) Partial Payment.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

Partial Payments for mobilization are based on the Percent Complete and the total adjusted contract amount for all items of work. Payments will be made at the time, and in the amounts shown in the following schedules.

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS LESS THAN, OR EQUAL TO 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Mobilization)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Mobilization	20 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Mobilization	70 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Mobilization	100 % of the Bid Price for Mobilization
Note: If 50 % or more of the adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Mobilization will be made on the first estimate. The remainder of the Bid Price for Mobilization will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS GREATER THAN 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount, Except the Final Payment)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	2 % of the Original Contract Amount	2 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	6 % of the Original Contract Amount	8 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	4 % of the Original Contract Amount	12 % of Total Contract Amount
At Acceptance for Maintenance per Item 105.15(c)3.	Remainder of Contract Amount for Mobilization	100 % of Contract Amount for Mobilization

The total sum of all payments shall not exceed the original contract amount bid for the item of Mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.

(b) When No Separate Payment Is Shown in the Proposal.

When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

600.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Mobilization, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum price bid shall be full compensation for organizing and moving all labor, tools, equipment, supplies, and incidentals to the project site and for disbanding, disorganizing, and removing all labor, tools, equipment, supplies, and incidentals from the project site, regardless of number of times such moves are made, including all preconstruction costs exclusive of bidding costs.

(b) Partial Payment.

Partial payments may be made in accordance with schedule noted in Article 600.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14.

(c) Payment will be made under Item No.:

600-A Mobilization - per lump sum

SECTION 680
GEOMETRIC CONTROLS

680.01 Description.

When this item is included in the proposal, it shall consist of the Contractor furnishing, placing, and maintaining construction stakes, lines, and grades necessary for establishing the accurate location of all features of construction.

680.02 Materials.

All materials needed in the performance of the work of Geometric Controls shall be furnished by the Contractor.

680.03 Construction Requirements.

(a) Determination of Lines and Grades.

The Engineer will furnish centerline control points (P.C.s, P.O.C.s, P.T.s, P.O.T.s, etc.) at intervals determined necessary by the Engineer for the Contractor to establish alignment on all roadways. Where ramps, cross roads, service roads, etc. are geometrically tied to the mainline roadway, the

Engineer will only establish control points along the mainline of the roadways. The Engineer will stake breaks of rights-of-way and mark the clearing limits.

Bench marks will be furnished at intervals along the project for vertical control. Sufficient design roadway cross section information (elevations, slope ratios, etc.) will be provided to enable the Contractor to establish grade stakes and slope stakes. Alignment data and flowline data for drainage structures (including box culverts) will be furnished by the Engineer. For each bridge site, except box culverts, the Engineer will furnish a minimum of two horizontal control points and one bench mark for vertical control.

(b) Contractor's Responsibility.

1. Contractor's Responsibility for Establishing Geometric Controls.

The Contractor shall be responsible for all layout and geometric control work necessary for construction of all items of work. The Contractor shall use the plans, controls and other data furnished by the Engineer in establishing the required location of all features of the work. The Contractor shall be responsible for the utilization and preservation of all furnished controls. The Contractor shall replace State furnished control stakes or marks that are disturbed by the Contractor during construction.

2. Contractor's Responsibility to Check Furnished Controls.

The Contractor shall check all furnished controls as a first order of work to be assured that they are accurate. The Contractor's use of all furnished points and marks for construction of the project shall be acceptance of the responsibility for the accuracy of these controls. By acceptance of responsibility for the accuracy of the controls the Contractor waives all claims for extra compensation for corrective work if the controls are later found to be incorrect. All discrepancies shall be reported immediately to the Engineer in writing.

3. Setting Geometric Controls for Roadway Construction.

The Contractor shall mark or monument the locations of the finished subgrade along the centerline, at the edges of lanes and at breakpoints. Markings or monuments shall be provided at intervals of 100 feet {30 m} on tangent alignments and at intervals of 50 feet {15 m} on curved alignments. The type of marking or monument shall be suitable for the purpose of checking the vertical and horizontal position of the location against the required position shown in the plans. The type of marking or monument shall be approved by the engineer prior to being set.

The Contractor shall also mark or monument locations on each layer of soil or aggregate base at transverse breakpoints on these layers at intervals of 50 feet {15 m}.

4. Setting Geometric Controls for Bridge Construction.

For all bridge work the Contractor shall establish and maintain all horizontal and vertical control points and furnish all lines and grades necessary for the bridge construction from the initial layout to the final acceptance of the bridges. The Contractor shall accurately set all forms, headers, rails, and screeds to provide the dimensions, elevations, and grades shown on the plans.

680.04 Method of Measurement.

Measurement of the item of Geometric Controls will be made on a lump sum basis. When more than one project is included in a contract, each project will be designated a fractional part of the lump sum as shown on the plans.

Partial payments for the item of Geometric Controls will be made on monthly estimates with the amount to be paid each month a percentage of the lump sum bid price. Payments will be made at the time and in the amounts shown in the following schedules:

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS LESS THAN, OR EQUAL TO 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Geometric Controls	20 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	70 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls
Note: If 50 % or more of the Adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Geometric Controls will be made on the first estimate. The remainder of the Bid Price for Geometric Controls will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS GREATER THAN 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	10 % of the Bid Price for Geometric Controls	10 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	25 % of the Bid Price for Geometric Controls	35 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	85 % of the Bid Price for Geometric Controls
At Acceptance for Maintenance per Item 105.15(c)3.	15 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of partial payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

680.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Geometric Controls, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum shall be full compensation for furnishing all materials (hubs, stakes, templates, straightedges), equipment, tools, labor, and incidentals necessary to complete this item of work.

Partial payments for the item of Geometric Controls will be made in accordance with Article 680.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14. When more than one project is included in a contract, the amount of a partial payment will be the sum of separate calculations made for each project.

(b) Payment will be made under Item No.:

680-A Geometric Controls - per lump sum

SECTION 698
CONSTRUCTION FUEL COST

698.01 Description.

This Section shall cover the cost of construction fuel for the equipment necessary for the performance of the required work except for the production of Hot Mix Asphalt (HMA).

698.02 Bidding.

The bidder shall enter an amount from zero dollars up to the maximum dollar amount shown in the pay item description for fuel on the proposal form. The Contractor signifies that this amount represents a reasonable estimate of the fuel costs isolated from all other costs of completing the required work except for the production of HMA.

If a proposal contains an amount greater than the maximum amount shown in the pay item description, the amount bid for Construction Fuel will be assigned a value that is the maximum amount.

698.03 Method of Determining Partial Payments and Cost Adjustments.

(a) Partial Payments.

Partial payments for construction fuel will be based on the lump sum bid price for Construction Fuel and the Work Performed ("Work Performed" is defined in Section 101). This component will be calculated as follows.

$$P = CF\left[\frac{WP_{ce} - WP_{pe}}{OC - PBPI_2}\right]$$

Where,

P = Amount of Partial Payment. (Dollars) (The total sum of partial payments may be less than or exceed the original contract amount for Construction Fuel.)

CF = Lump Sum Contract Amount of "Construction Fuel". (Dollars)

WP_{ce} = "Work Performed" (as defined in Article 101.01) at the time of the current estimate or partial payment. (Dollars)

WP_{pe} = "Work Performed" (as defined in Article 101.01) at the time of the prior estimate for partial payment. (Dollars)

OC = Original Contract Amount. (Dollars)

$PBPI_2$ = Original Bid Price for Mobilization, Geometric Controls, and Construction Fuel. (Dollars)

The decimal value derived by the term "(WPce - WPpe) / (OC- $PBPI_2$)" rounded to the nearest hundredth will be the decimal amount of the lump sum contract amount for construction fuel. WP is the "Work Performed" (as defined in Article 101.01).

(b) Cost Adjustments.

The Department will determine and publish a monthly "Fuel Index" utilizing the average area terminal price reports for regular unleaded gasoline and No. 2 fuel of the "Platts Oilgram Price Report" published during the week in which the first day of the month occurs.

The Base Fuel Index (BFI) for the project will be the monthly fuel index published for the month in which the bids were opened for the project. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the previous month if the estimate is finalized on any day from the 1 st through the 10th day of the month. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the month in which the estimate is finalized if the estimate is finalized on any day between the 11th and the last day of the month.

A cost adjustment for construction fuel will be calculated as follows.

$$CA = P \left[\frac{CFI}{BFI} - 1 \right]$$

Where,
CA = Amount of Cost Adjustment (Dollars)
P = Amount of Partial Payment Based on Amount of Work Performed (Dollars)
CFI = Current Fuel Index (the current month's CFI is defined above)
BFI = Base Fuel Index

After the expiration of contract time (plus approved time extensions) two calculations of a potential cost adjustment will be made. The first calculation will be made using the current index (CFI) and the base index (BFI) as noted in the preceding formula. The second calculation will be made using the index during the month that contract time (plus approved time extensions) expired and the base index. The smallest amount of cost adjustment resulting from these two calculations will be made for the current estimate period.

(c) Payments and Adjustments for Contracts with More Than One Project.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Work Performed", as defined in Section 101, on the entire contract, not on each individual project. Once the amount of partial payment and cost adjustment is determined, this amount will then be prepared for payment on each individual project based on the fraction of the entire contract of which the project is a part.

698.04 Basis of Payment.

(a) Unit Price Coverage.

The amount designated for construction fuel, shall be full compensation, after all applicable cost adjustments, for the furnishing of fuel for equipment used on the project, except for the fuel for the production of HMA, and for all materials, equipment, tools, labor, transportation and incidentals necessary for its use.

Partial payments for the item of Construction Fuel will be made in accordance with Article 698.03. At the completion of work, the sum of partial payments may exceed or be less than the original contract lump sum unit price bid. The final quantity may be more or less than 1.0 due to contract overruns or underruns.

(b) Payment will be made under Item No.:

698-A Construction Fuel (max. bid limited to $_____) - per Lump Sum

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: March 16, 2022 GASP No. 22-GA0011

EFFECTIVE DATE: April 1, 2022

SUBJECT: Oversize/Overweight Vehicle Permit.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105
CONTROL OF WORK

105.12 Oversize/Overweight Vehicle Permit and Load Restrictions.

(a) Oversize/Overweight Vehicle Permit.

Subarticle 105.12(a) shall be replaced with the following.

(a) Oversize/Overweight Vehicle Permit.

An Oversize/Overweight Vehicle Permit may be required for moving oversized and overweight loads. The ALDOT Vehicle Enforcement Office should be contacted for information on obtaining the permit and any special requirements (such as police escorts) for moving these loads. An annual permit for moving specific equipment on a construction project is available for purchase from the ALDOT Vehicle Enforcement Office.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: October 13, 2022 GASP No. 22-GA0018

EFFECTIVE DATE: April 1, 2023

SUBJECT: Roadway Pipe.

Alabama Standard Specifications, 2022 Edition, shall be amended as follows:

SECTION 530
ROADWAY PIPE CULVERTS

530.03 Construction Requirements.

(a) General.

1. Pipe Inspection.

Item 530.03(a)1 shall be replaced by the following:

1. Pipe Inspection.

Pipe shall be laid only in the presence of the Engineer or his authorized representative and shall not be covered until approved. Pipe installed contrary to this requirement will be rejected and shall be replaced by the Contractor without additional compensation.

Precast concrete pipe will be evaluated at delivery and any time prior to installation according to the criteria in AASHTO R 73.

(d) Placing Pipe.

3. Joining Pipe.

a. Rigid Pipe (Concrete, C.I.)

Subitem 530.03(d)3a shall be replaced by the following:

a. Rigid Pipe (Concrete, C.I.)

Rigid pipe may be of bell and spigot, tongue and groove, or other approved design unless a specific type is specified (joint configuration for round rigid pipe shall accommodate the use of a rubber gasket seal). The method of joining pipe sections shall be such that the ends are fully entered, and the inner surfaces are reasonably flush and even.

Joints for non-round rigid pipe shapes shall be sealed with bituminous plastic cement, preformed flexible sealant, rubber gaskets (when joint configuration can accommodate the use of a rubber gasket)., or other type sealers that may be approved. Joints shall be thoroughly cleaned before being sealed and shall be sealed for the full circumference of the joint unless otherwise directed.

When joining round R.C. pipe, only rubber gaskets shall be used unless otherwise approved by the Engineer.

When bituminous plastic cement is used, the interior surface of the hub, beginning at the lip of the normal interior surface of the pipe, shall be coated with a layer of sealing material that will cover at least 0.33 times the distance, measured along the surface of the hub, parallel to the normal length of the pipe. The thickness of the mastic placed shall be such that it will provide a uniform seal between the edges of the pipe sections being joined (approximately 1/2 of an inch {10 mm} on the inside shoulder of the hub and approximately 1/8 of an inch {3 mm} of material on the remaining area to be covered).

When Pre-formed flexible sealant is used it shall be placed according to the manufacturer's requirements.

No joint shall be considered satisfactory when the space between the edges of the pipes being joined exceeds 1/2 of an inch {10 mm} for more than 0.33 times the circumference of the pipe. The inside of the joint shall be wiped and finished smooth.

Rubber or other types of gaskets shall be installed as recommended by the manufacturer, rubber gaskets installation shall include gasket equalization and application of lubricant.

SECTION 831
PRECAST CONCRETE PRODUCTS

831.01 Description.

All precast concrete products, except precast non-prestressed concrete bridge members, shall be furnished from an approved producer that is participating in, and meeting the requirements given in ALDOT-364. ALDOT 364 is the "Procedure for Inspection of Concrete Pipe, Precast Manholes, Precast Box Culverts, and Miscellaneous Precast Concrete Products".

Producers of precast concrete products shall be shown in List I-8, PRODUCERS OF PRE-CAST CONCRETE PRODUCTS, of the Department's "Materials, Sources, and Devices with Special Acceptance Requirements" Manual. Information concerning this list is given in Subarticle 106.01(f) and ALDOT-355.

Precast products will be evaluated at delivery according to the criteria in AASHTO R 73.

SECTION 846
PIPE CULVERT JOINT SEALERS

846.01 Rigid Pipes.

(d) Rubber Gaskets.

Subarticle 846.01(d) shall be replaced by the following:

(d) Rubber Gaskets.

Rubber gaskets shall be used on all round pipe joints. This material shall meet the latest requirements of ASTM C443 "Standard Specification for Joints for Concrete Pipe and Manholes Using Rubber Gaskets". The material shall be installed per the manufacturer's recommendations including gasket equalization and application of lubricant.

SECTION 850
ROADWAY PIPE

850.01 Concrete Pipe.

(f) Handling and Storage.

Subarticle 850.01(f) shall be replaced by the following:

(f) Handling and Storage.

Pipe shall be handled, transported, delivered, and stored in a manner that will not injure or damage the pipe. Pipe shall not be shipped before it has been inspected and approved. Pipe that is damaged during shipment or handling will be rejected even though satisfactory before shipment. Pipe dropped from platforms or vehicles or in the pipe trench will be rejected.

Pipe will be evaluated at delivery and any time prior to installation according to the criteria in AASHTO R 73.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: October 26, 2022 GASP No. 22-GA0020

EFFECTIVE DATE: May 1, 2023

SUBJECT: Cement Mortar Flowable Backfill.

Alabama Standard Specifications, 2022 Edition, SECTION 260 shall be amended as follows:

SECTION 260
CEMENT MORTAR FLOWABLE BACKFILL

260.02 Materials.

The Second Paragraph shall be replaced with the following:

Unless approved otherwise by the Engineer, the following materials shall be used: fine aggregate shall be concrete sand, fly ash shall be either Class "C" or Class "F" ash, and cement shall be either Type I, Type IL, Type IP or Type IS for Mixes 1, 2, 3, and 4 and Type II for Mix 5.

ATTACHMENT "DD"

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: October 26, 2022 GASP No. 22-GA0027

EFFECTIVE DATE: May 1, 2023

SUBJECT: Cement.

Alabama Standard Specifications, 2022 Edition, SECTION 815 shall be replaced with the following:

SECTION 815
CEMENT

815.01 Portland Cement.

(a) Type I Portland Cement.

Type I Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(b) Type II Portland Cement.

Type II Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(c) Type III Portland Cement (High Early Strength).

Type III Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(d) Type IS Portland Cement.

Type IS Portland blast furnace slag cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

(e) Type IL Portland Cement.

Type IL Portland limestone cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

(f) Type IP Portland Cement.

Type IP Portland pozzolan cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

815.02 Blank

815.03 Blank

815.04 Blank

815.05 Blank

815.06 Masonry Cement.

Masonry cement shall meet the requirements of ASTM C 91.

815.07 Chemical Properties.

The Specifications for all cements as covered by Articles 815.01 to 815.06, inclusive, are amended to the effect that the total alkali content of any cement used, calculated as the percentage of sodium oxide (Na_2O) plus the product of 0.658 times the percentage of potassium oxide (K_2O), shall not exceed 0.60 percent.

In addition to the above, for Type II cement covered by Article 815.02, the standard chemical requirement shown in Table 1 of AASHTO M 85 for Tricalcium Silicate (C_3S) is hereby waived.

815.08 Testing of Cement.

All cement furnished for use shall be tested before use or be from an approved producer meeting the requirements of ALDOT-227, Quality Control of Portland and Blended Hydraulic Cements, and listed on List I-2, PRODUCERS OF PORTLAND AND BLENDED CEMENT, of the Department's "Materials, Sources, and Devices With Special Acceptance Requirements" Manual. Refer to Subarticle 106.01(f) and ALDOT-355 concerning this list.

815.09 Flash Set and False Set.

Flash set and false set, as determined by ASTM C 451, shall be cause for rejection of the cement.

815.10 Unusual Appearance.

Unusual appearance as to color, etc. shall be sufficient grounds for rejection of the cement.

815.11 Use, Care, and Handling.

(a) Use.

1. Bulk cement will be permitted provided the bulk cement is handled as follows:
   a. Portland cement shall be measured by weight {mass}, considering that one bag of cement is equivalent to 94 pounds {42 kg} net of cement.
   b. Handling equipment and the equipment used for weight {mass} determination shall be inspected by the Engineer prior to use. Cement shall be fully protected from contamination or damage during handling.
   c. Bulk cement shall be batched by weight {mass}, and scales may be of either the beam or springless dial type and shall be the product of a reputable manufacturer. Scales shall be accurate to within a tolerance of 5 pounds per 1000 pounds {2 kg per 455 kg} net load in the hopper. The value of the minimum gradation of any scale shall not be greater than 0.1 percent of the scale capacity.
   d. Provisions shall be made to indicate to the operator that the required load in the hopper or container is being approached, such as a springless dial indicator or tare beam. Such device shall indicate at least the last 50 pounds {22 kg} of load.
   e. After the required weight {mass} of the cement is batched, it shall be protected from loss in handling or in transit.
2. Only cement of the same "Type" shall be used in the construction of any structure or unit (substructure or superstructure) except as permitted in writing. All cement in any container having lumps of cement or caked cement, or cement which for any reason has become damaged or partially set, shall be rejected. Cement salvaged from discarded or used bags shall not be used. Cement shall not be used while its temperature is more than 150 °F {65 °C}.
3. The Contractor shall keep accurate records of the deliveries of cement and its use in the work including that from ready-mix plants. Copies of these records shall be furnished the Engineer at the close of each day's work or 8 hour run, in such form as he may require, showing the quantity used during the day or run at each part of the work.

(b) Care and Handling.

1. The Contractor shall provide suitable means for storing and protecting the cement against dampness. Cement not for immediate use shall be stored in suitable weather proof buildings. Buildings shall be placed in approved locations. Provisions for storage shall be ample and the shipment of cement as received shall be separately stored in such a manner as to provide easy access for identification and inspection of each shipment. On small structures, storage in the open may be permitted by authorization, in which case a raised platform and ample waterproof covering shall be provided. Stored cement shall meet the test requirements at any time after storage when a retest is ordered.
2. Cement of different types, even if tested and approved, shall be stored separately and shall not be mixed.

ATTACHMENT "EE"

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: January 5, 2023 GASP No. 22-GA0028

EFFECTIVE DATE: January 18, 2023

SUBJECT: Build America, Buy America Act.

Alabama Standard Specifications, 2022 Edition, SECTION 106 shall be amended as follows:

SECTION 106
CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements.

(a) General.

1. Federal Participating Projects.

Item 106.01(a)1 shall be replaced by the following:

1. Federal Participating Projects.

a. Steel and Iron Products (Buy America).

Steel/iron materials from the initial melting and mixing of these materials and all manufacturing processes including the stage of applying a coating to these materials (epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the coated material) that are permanently incorporated into the completed project shall be produced domestically (in the United States, its territories, or possessions). If any part of the project (defined by and including the NEPA document) is funded by Federal-aid, then the entire project must meet the Buy America provisions, including utility relocation reimbursements for Federal-aid funds authorized after October 1, 2012.

If the dollar amount of the foreign source steel/iron is less than $2,500 or 0.1% of the contract amount, whichever is greater, the foreign source steel/iron can be used in the project.

The Contractor shall provide certification that the steel/iron is domestically produced.

b. Build America, Buy America Act.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. To be considered produced in the United States, at least the final manufacturing process and the immediately preceding manufacturing process must occur in the United States.

The Contractor assumes the risk of including any foreign materials that are not exempt, including iron or steel, in the Contractor's bid.

The Contractor has the obligation to remove and replace non-BABA complaint material unless a waiver is granted for the use. No claims for contract adjustment (additional time, money, or both) will be made because of the non-BABA complaint material.

The Contractor shall provide certification that the construction materials defined under BABA are domestically produced. After work is completed on the project, the Contract must submit a certification to the Engineer with the following information:

"I hereby certify that all construction materials furnished to the Alabama Department of Transportation for the construction of the above referenced project that are required to be compliant with the Build America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."

The Contractor may maintain this documentation electronically or in paper format. The Department or FHWA may request to review the Contractor's supporting documentation to verify compliance with the Buy America provisions at any time. The Contractor shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the Buy America provisions rests on the Contractor. If the supporting documentation does not undeniably demonstrate to the Department or FHWA that the iron or steel, manufactured products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such iron, steel, manufactured products or construction materials will be considered unacceptable and must be replaced at no cost to the Department.

The Contractor shall not anticipate that any BABA preference provisions will be waived.

c. Convict Produced Materials.

Materials produced after July 1, 1991, by convict labor are prohibited from being incorporated in the work unless such materials have been:

- Produced by convicts who are on parole, supervised release, or probation from a prison or
- Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

d. Cargo Preference Act.

Materials or equipment that are acquired solely for a Federal-aid project must comply with the requirements of 46 CFR 381. Clauses 46 CFR 381.7(a)-(b) are hereby incorporated into these Specifications by reference.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 18, 2024 GASP No. 22-LD0001(2)

EFFECTIVE DATE: January 1, 2025

SUBJECT: Liquidated Damages.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

SECTION 108
PROSECUTION AND PROGRESS

108.11 Schedule of Liquidated Damages.

Article 108.11 shall be replaced by the following:

108.11 Schedule of Liquidated Damages.

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 500,000	$1,850	$3,700
$ 500,000	$ 2,000,000	$2,550	$5,100
$ 2,000,000	$10,000,000	$2,650	$5,300
$10,000,000	------	$3,350	$6,700

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.

ATTACHMENT "GG"

KAY IVEY
GOVERNOR

ALABAMA
DEPARTMENT OF TRANSPORTATION
CONSTRUCTION BUREAU
1409 COLISEUM BOULEVARD, G-101
MONTGOMERY, ALABAMA 36110
PHONE (334) 242-6218
FAX (334) 264-3727

JOHN R. COOPER
TRANSPORTATION DIRECTOR

September 5, 2023

Construction Information Memorandum (CIM) No. 1 – 2023

TO: Region Engineers

ATTN: Area Operations, Construction, & Local Transportation Engineers

FROM: Stacey N. Glass, P.E.
State Construction Engineer

RE: Contractor's Advertisement of Completion

General Application Special Provision No. 22-GA0036, effective September 5, 2023, amended Item 105.15(c)5 of the Standard Specifications, 2022 Edition, regarding the Contractor's Advertisement for Completion, to comply with Act # 2023-497. The special provision reduced the timeframe required to advertise completion from four (4) weeks to **three (3) weeks**. It also modified the allowable completion advertisement methods to include the following:

- In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- If a newspaper is not published in a county where the work is done, the notice may be given by posting at the Court House for 30 days and proof of the posting of the notice shall be given by the Contractor.

Please advise should you have any questions concerning this memorandum.

SNG/BMW/GDS/gds

pc: Mr. George Conner, PE
Mr. Bill Patty
Mr. Tony Harris
AAPA
ACPA
Mr. Ed Austin, PE
Mr. Scott George, PE
Mr. Mark Bartlett, FHWA
ALBCA
ACEA
Mr. Joe Lister, PE
Mr. Brad Lindsey, PE
ARBA
ACIA
File

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 29, 2023 GASP No. 22-GA0036

EFFECTIVE DATE: September 5, 2023.

SUBJECT: Contractor's Advertisement of Completion.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105
CONTROL OF WORK

105.15 Acceptance.

(c) Final Acceptance.

5. Contractor's Advertisement of Completion.

Item 105.15(c)5 shall be replaced by the following:

5. Contractor's Advertisement of Completion.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by publishing the notice for a minimum of three successive weeks using one or more of the following methods:

a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
b. On a website that is maintained by a newspaper of general circulation in the county of counties in which the work, or some portion thereof, has been done.
c. If a newspaper is not published in a county where work is done, the notice may be given by posting at the Court House for 30 days and proof of the posting of the notice shall be given by the Contractor.

Proof of publication of said notice shall be made by the Contractor to the Director, by affidavit of the publisher.

ATTACHMENT "HH"

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Non-Discrimination Statutes and Authorities.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ATTACHMENT "II"

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0004

EFFECTIVE DATE: January 1, 2022

SUBJECT: Special Training Responsibilities of Equal Employment Opportunity Requirements

Alabama Standard Specifications, 2022 Edition, are hereby amended to include the following:

This Training Special Provision is an implementation of 23 USC 140(a).

As part of the contractor's equal opportunity affirmative action program training shall be provided as follows:

> The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved. The number of trainee hours under this contract will be as indicated in the bidding proposal and on the plans. In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainee hours are to be subcontracted, provided, however, that the contractor shall retain the primary provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Alabama Department of Transportation for approval the number of trainees to be trained in each selected classification and training to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work that is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuant thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Alabama Department of Transportation and the Federal Highway Administration. The Alabama Department of Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc. where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Division Office, FHWA.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The contractor will be reimbursed 80 cents per hour of training given an employee on this contract is in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training hours in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Department of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

PAYMENT WILL BE MADE UNDER ITEM NUMBER:

999-000 Trainee Hours at 80 Cents Per Hour

Payment of $0.80 per hour will be made to the contractor for each hour of training completed on this project by a trainee. Progress payments on monthly estimates at $0.80 per hour for each trainee hour will be permitted, if requested by contractor.

The definition of contract item (Pay Item) as set forth in Article 101.01 of the standard specifications will not apply to this Special Provision.

ATTACHMENT "JJ"

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0005

EFFECTIVE DATE: January 1, 2022

SUBJECT: Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Alabama Standard Specification, 2022 Edition, are hereby amended to include the following:

In compliance with Executive Order 11246, the following Standard Federal Equal Opportunity Construction Contract Specifications shall apply:

General Requirements
(41 CPR 60-4.3)

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return. U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are as shown on Attachment No. 1. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
   a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
   d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meets its obligations.
   e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs, and apprenticeship and trainee programs, relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
   f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their co-operation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a

year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CPR Part 60-3.

l. Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors, adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is

employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contract may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Hometown Plans
(41 CFR 60-4.5)

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables. If a Contractor is not participating in an approved Hometown Plan, it shall comply with the Specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 4.2 with regard to that trade. For the purposes of this part 60-4, the contractor is not participating in a Hometown Plan for a particular trade if it:

(1) Ceases to be signatory to a Hometown Plan covering that trade;
(2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
(3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

(4) Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
(5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
(6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Solicitations
(41 CPR 60-4.2)

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CPR-4.2 (a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as shown on Attachment No. 1.
   These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally-involved and nonfederally involved construction.
   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CPR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is that shown on Attachment No. 1.

Show Cause Notice
(41 CFR 60-4.8)

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in (i) - (iv) of 41 CPR 60-2.2 (c)(1) - If the Contractor does not show good cause within 30 days, or, in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make-up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure in 41 CFR 60-1.26(b) : Provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

Attachment No. 1

Goals & Timetables
(41 CFR 60-4.2)

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALE

Area Covered – Statewide

Timetable	Trade	Goals %
Until Further Notice	All	6.9%

MINORITY

Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties

Timetable	Trade	Goals %
Until Further Notice	All	24.9%

Area Covered –Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties

Timetable	Trade	Goals %
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County

Timetable	Trade	Goals %
Until Further Notice	All	20.6%

Area Covered – Russell County

Timetable	Trade	Goals %
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties

Timetable	Trade	Goals %
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

Timetable	Trade	Goals %
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

Timetable	Trade	Goals %
Until Further Notice	All	26.4%

Area Covered – Calhoun County

Timetable	Trade	Goals %
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

Timetable	Trade	Goals %
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

Timetable	Trade	Goals %
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

Timetable	Trade	Goals %
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.9%

DEPARTMENT OF THE ARMY PERMIT

PERMITTEE: City of Huntsville

PERMIT NUMBER: LRN-2025-00411

ISSUING OFFICE: Nashville District Corps of Engineers

NOTE: The term you and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer. You are authorized to perform work in accordance with the terms and conditions specified below.

PROJECT DESCRIPTION: The proposed work consists of the permanent discharge of 3,384 cubic yards of material to achieve the creation of an approximately 80' wide floodway on affecting approximately 3,200 linear feet of Pinhook Creek. Discharges are associated with creation of sediment transport structures (spur dikes and rock clusters), a stacked stone wall along the left descending bank, areas of stacked stone along the right descending bank to prevent channel erosion, and placement of slab rock to form riffle structures within the channel. Also proposed is the removal of an existing 270' timber trestle railway bridge over Pinhook Creek with 22 bents below the OHWM to be replaced with a new 440' concrete railway bridge with 8 bents below the OHWM.

PROJECT LOCATION: Pinhook Creek, tributary to Huntsville Spring Branch, Indian Creek, Tennessee River Mile 329.9 Right Bank, Huntsville, Madison County, Alabama (Latitude 34.7263, Longitude -86.5930)

PERMIT CONDITIONS:

1. The time limit for completing the work authorized ends on December 22, 2030. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you must make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a

good faith transfer, you may obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archaeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions: See Page 4 "**Special Permit Conditions (File No. LRN-2025-00411)**"

Further Information:

Congressional Authorities. You have been authorized to undertake activity described above pursuant to:

( ) Section 10 of the Rivers and Harbors Act of 1899

(**X**) Section 404 of the Clean Water Act

Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state or local authorizations required by law.
b. This permit does not grant any property rights or exclusive privileges.
c. This permit does not authorize any injury to the property or rights of others.
d. This permit does not authorize interference with any existing or proposed Federal project.

Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
d. Design or construction deficiencies associated with the permitted work.
e. Damage claims associated with any future modification, suspension, or revocation of this permit.

Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to the following:

a. You fail to comply with the terms and conditions of this permit.
b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
c. When significant new information surfaces which this office did not consider in reaching the original public interest decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as this specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Kathy Martin
(Permittee)

12/23/25
(Date)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Guillermo J. Guandique, LTC, Corps of Engineers
(District Commander)

By: Timothy C. Wilder

2025.12.23 12:55:55 -06'00'
(Date)

Timothy C. Wilder
Chief, West Branch
Regulatory Division

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(Transferee)

(Date)

Special Permit Conditions (File No. LRN-2025-00411)

1. The work must be in accordance with the attached plans and specifications entitled "LRN-2025-00411, Figures 1-6". Work in waters of the U.S. that deviates from the approved plans shall NOT occur without first obtaining approval from the U.S. Army Corps of Engineers, Nashville District Regulatory Division.

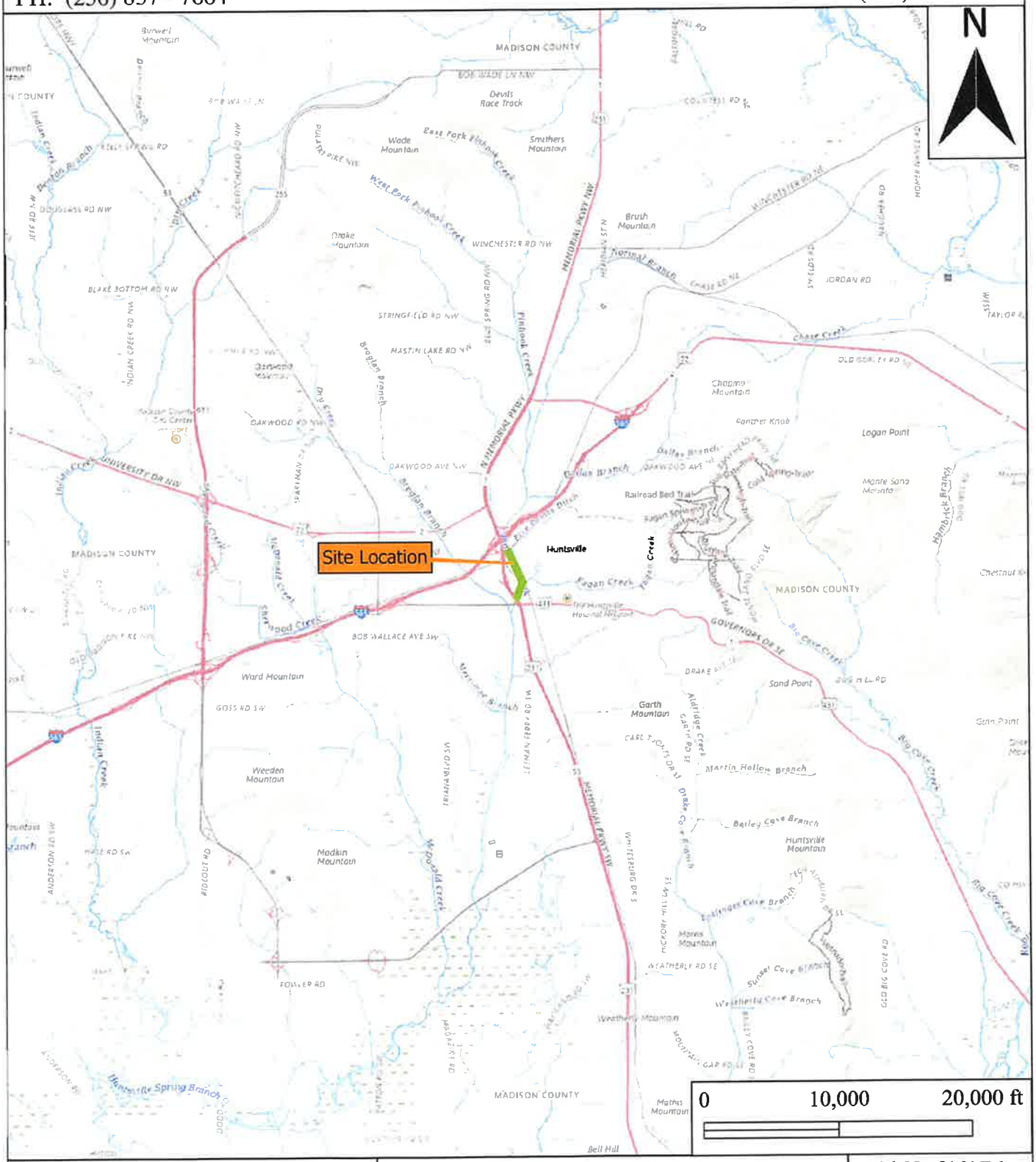
2. You must have a copy of this permit available on-site to ensure all contractors are aware of its conditions and abide by them.

3. Project Modification: Should changes to the work authorized or obligated by this permit become necessary, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Nashville District Regulatory Office.

LRN-2025-00411
Figure 1

OMI, Inc.

5151 Research Dr. NW
Huntsville, AL 35805
PH: (256) 837 - 7664
FAX: (256) 837 - 7677

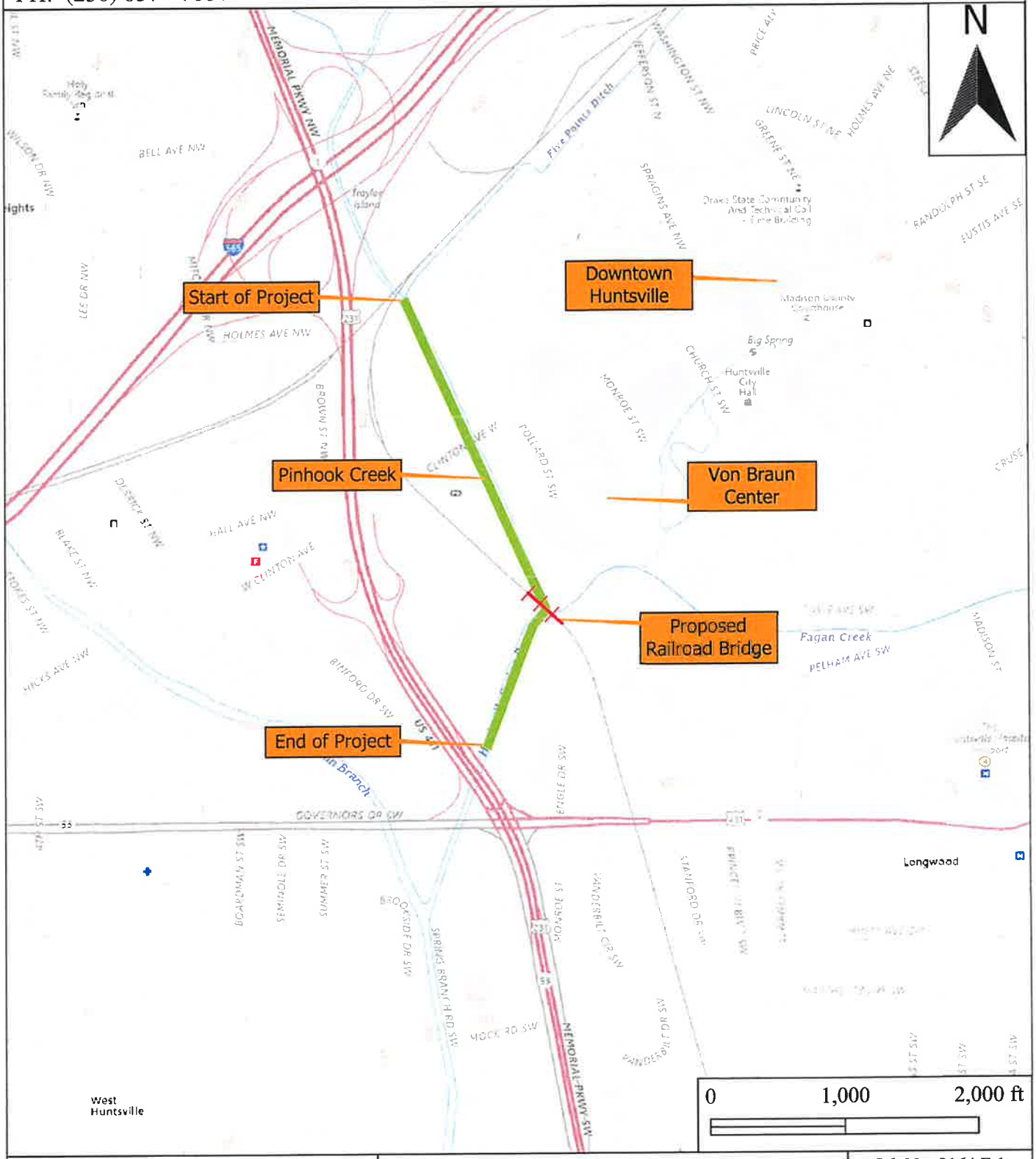


Project: PARC Project - Pinhook Creek Improvements Huntsville, Alabama	**Figure 1** **Site Vicinity Map**	Job No: 8164.E.1 Drawn 03/06/2025 Drawn by JRC Page 1/2

LRN-2025-00411
Figure 2

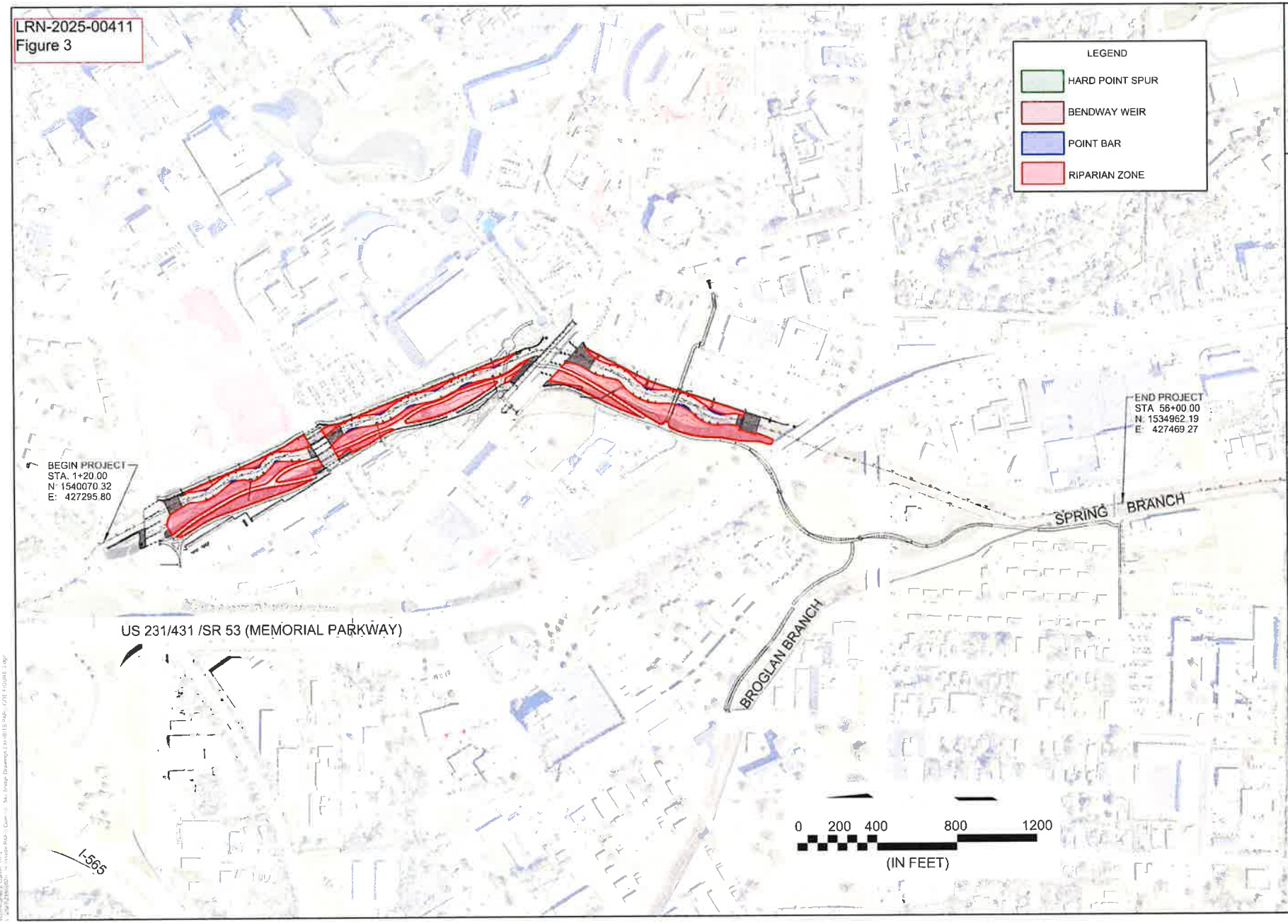
OMI, Inc.

5151 Research Dr. NW
Huntsville, AL 35805
PH: (256) 837 - 7664
FAX: (256) 837 - 7677



Project: PARC Project - Pinhook Creek Improvements Huntsville, Alabama	**Figure 2** **Site Location Map**	Job No: 8164.E.1 Drawn 03/06/2025 Drawn by JRC Page 2/2

LRN-2025-00411
Figure 3



GARVER
5125A Research Drive
Huntsville, AL 35805
(256) 534-5512

CITY OF HUNTSVILLE
ENGINEERING DIVISION
HUNTSVILLE, ALABAMA

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR (PARC) PROJECT

STREAM RESTORATION MEASURES

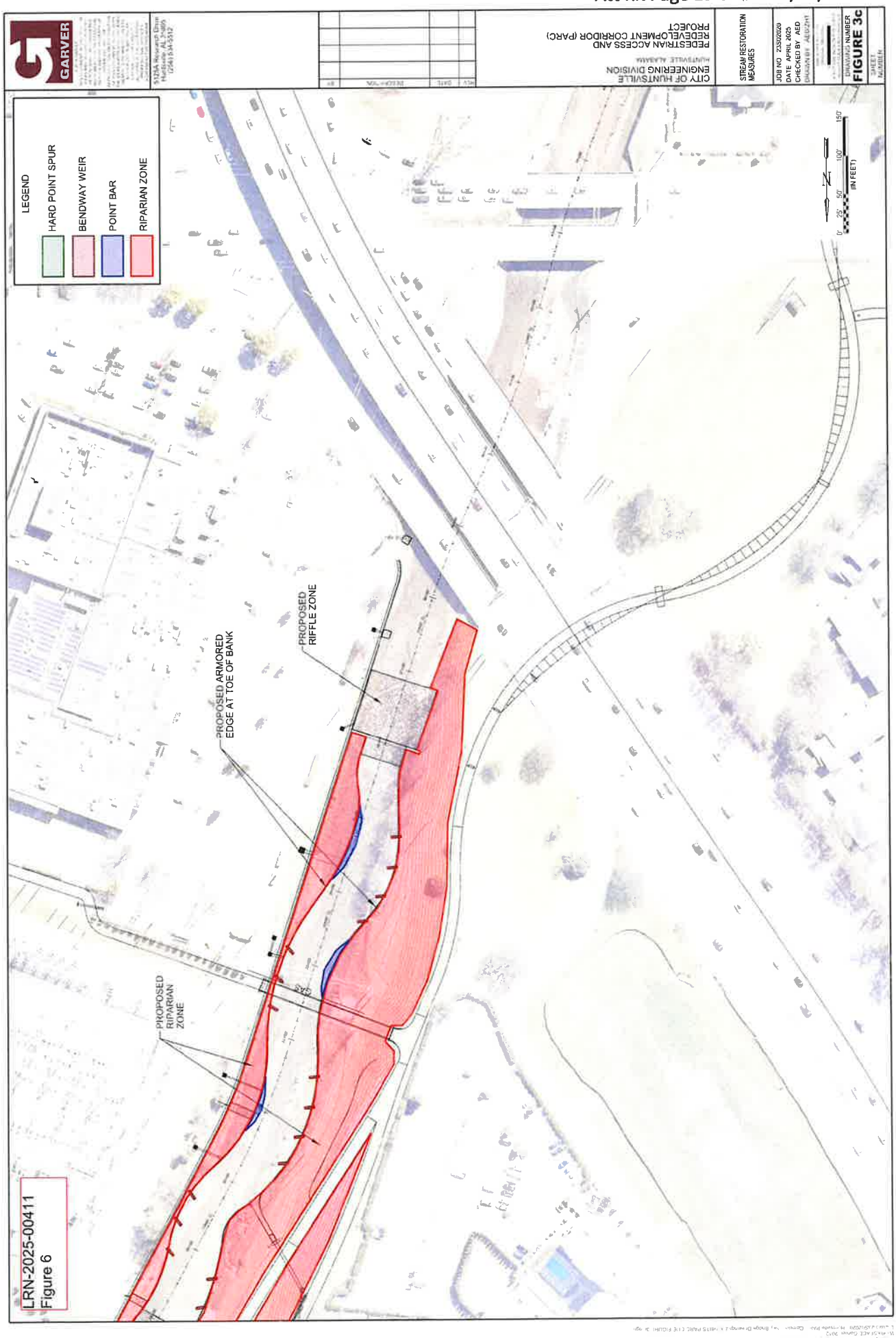
JOB NO 23S02020
DATE APRIL 2025
CHECKED BY AED
DRAWN BY AED/ZHT

DRAWING NUMBER
FIGURE 3

SHEET NUMBER

GARVER
5125A Research Drive
Huntsville, AL 35805
(256) 534-5512
CITY OF HUNTSVILLE
ENGINEERING DIVISION
HUNTSVILLE, ALABAMA
PEDESTRIAN ACCESS AND
REDEVELOPMENT CORRIDOR (PARC)
PROJECT
STREAM RESTORATION
MEASURES
JOB NO. 23302020
DATE APRIL 2025
CHECKED BY AED
DRAWN BY AED/ZHT
DRAWING NUMBER
FIGURE 3a
SHEET NUMBER
LEGEND
HARD POINT SPUR
BENDWAY WEIR
POINT BAR
RIPARIAN ZONE
0 25 50 100' 150'
(IN FEET)
N
PROPOSED RIPARIAN ZONE
PROPOSED RIFFLE ZONE
PROPOSED ARMORED EDGE AT TOE OF BANK
PROPOSED RIPARIAN ZONE
PROPOSED ARMORED EDGE AT TOE OF BANK
PROPOSED RIFFLE ZONE
BEGIN PROJECT
STA. 1+20.00
N: 1540070.32
E: 427295.80
POLLARD ST NW
POLLARD CIR NW
WOODSON ST
HOLMES AVE
LRN-2025-0411
Figure 4

GARVER
5125A Research Drive
Huntsville, AL 35805
(256) 534-5512
CITY OF HUNTSVILLE
ENGINEERING DIVISION
HUNTSVILLE, ALABAMA
PEDESTRIAN ACCESS AND
REDEVELOPMENT CORRIDOR (PARC)
PROJECT
STREAM RESTORATION
MEASURES
JOB NO 23302020
DATE APRIL 2025
CHECKED BY AED
DRAWN BY AED/ZHT
DRAWING NUMBER
FIGURE 3b
SHEET NUMBER
LEGEND
HARD POINT SPUR
BENDWAY WEIR
POINT BAR
RIPARIAN ZONE
PROPOSED ARMORED EDGE AT TOE OF BANK
PROPOSED RIFFLE ZONE
PROPOSED RIPARIAN ZONE
Railroad Bridge Replacement
PROPOSED RIPARIAN ZONE
PROPOSED ARMORED EDGE AT TOE OF BANK
N
(IN FEET)
LRN-2025-00411
Figure 5


GARVER
5125A Research Drive
Huntsville, AL 35805
(256) 534-3512
CITY OF HUNTSVILLE
ENGINEERING DIVISION
HUNTSVILLE, ALABAMA
PEDESTRIAN ACCESS AND
REDEVELOPMENT CORRIDOR (PARC)
PROJECT
STREAM RESTORATION
MEASURES
JOB NO 23S02020
DATE APRIL 2025
CHECKED BY AED
DRAWING NUMBER
FIGURE 3c
SHEET NUMBER
LEGEND
HARD POINT SPUR
BENDWAY WEIR
POINT BAR
RIPARIAN ZONE
0 25 50 100 150
(IN FEET)
PROPOSED RIFFLE ZONE
PROPOSED ARMORED EDGE AT TOE OF BANK
PROPOSED RIPARIAN ZONE
LRN-2025-00411
Figure 6

Edward F. Poolos
Director

Jeffery W. Kitchens
Deputy Director

Kay Ivey
Governor

Alabama Department of Environmental Management
adem.alabama.gov
1400 Coliseum Blvd. 36110-2400 ▪ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ▪ FAX (334) 271-7950

October 10, 2025

CITY OF HUNTSVILLE
ATTN KATHY MARTIN
305 FOUNTAIN CIRCLE
HUNTSVILLE AL 35801

RE: Certification with Special Conditions
Pinhook Creek PARC Improvements
Clean Water Act (CWA) Section 401 Water Quality Certification Issued October 10, 2025
Water Quality Certification Expires October 9, 2030
Corps of Engineers (COE) JPN# AL25-17 Issued May 9, 2025
Madison County (089)
Proposed wetland dredge and fill for the purpose of flood reduction and replacement of a railroad bridge

Dear Ms. Martin:

This office has completed a review of the above-referenced joint public notice and all associated materials submitted related to the proposed project. Any comments made during the public notice period have also been forwarded to us for review.

Because action pertinent to water quality certification (WQC) is required by Section 401(a)(1) of the Clean Water Act (CWA), 33 U.S.C. Section 1251, et seq., we hereby issue certification, for a period not to exceed five (5) years from the date of issuance, that there is reasonable assurance that the discharge resulting from the proposed activities as submitted will not violate applicable water quality standards established under Section 303 of the CWA and Title 22, Section 22-22-9(g), Code of Alabama, 1975, provided the applicant acts in accordance with the following conditions as specified. We further certify that there are no applicable effluent limitations under Sections 301 and 302 nor applicable standards under Sections 306 and 307 of the CWA in regard to the activities specified.

To minimize adverse impacts to State waters, by copy of this letter we are requesting the Nashville District Corps of Engineers to incorporate the following as special conditions of the Corps Permit:

1. During project implementation, the applicant shall ensure compliance with applicable requirements of ADEM. Admin. Code Chapter 335-6-10 (Water Quality Criteria), and Chapter 335-6-11 (Water Use Classifications for Interstate and Intrastate Waters).

2. Please be advised that ADEM permit coverage may be required prior to commencing and/or continuing certain activities/operations relating to or resulting from the project. If you have any questions regarding ADEM regulated activity or the need for NPDES permit coverage, please contact ADEM's Water Division at h2omail@adem.alabama.gov or 334-271-7823. If you have any questions regarding ADEM regulated activity or the need for air permit coverage, please contact ADEM's Air Division at airmail@adem.alabama.gov or

334-271-7861. If you have any questions regarding ADEM regulated activity or the need for hazardous, toxic, and/or solid waste permit coverage, please contact ADEM's Land Division at landmail@adem.alabama.gov or 334-271-7730.

3. Upon the loss or failure of any treatment facility, best management practice (BMP), or other control, the applicant shall, where necessary to maintain compliance with this certification, suspend, cease, reduce or otherwise control work/activity and all discharges until effective treatment is restored. It shall not be a defense for the applicant in a compliance action that it would have been necessary to halt or reduce work or other activities in order to maintain compliance with the conditions of this certification.

4. The applicant shall retain records adequate to document activities authorized by this certification including, but not limited to, inspection reports, monitoring information, copies of any reports and all data used to complete the above reports or the application for this certification, for a period of at least three years after completion of work/activity authorized by the certification. Upon written request, the applicant shall provide ADEM with a copy of any record/information required to be retained by this paragraph. The applicant shall notify ADEM in writing upon completion of the proposed project that the pollution control measures specified in the Corps permit and any special conditions specified by ADEM have been properly implemented.

5. The applicant shall prepare a detailed Best Management Practices (BMP) Plan. Effective BMPs shall be implemented and continually maintained for the prevention and control of nonpoint and other sources of pollutants, including measures to ensure permanent revegetation or cover of all disturbed areas, during and after project implementation.

6. The applicant shall implement a Spill Prevention Control and Countermeasures (SPCC) Plan for all temporary and permanent onsite fuel or chemical storage tanks or facilities consistent with the requirements of ADEM Admin. Code R. 335-6-6-.12(r), Section 311 of the Federal Water Pollution Control Act, and 40 CFR Part 112. The applicant shall maintain onsite or have readily available sufficient oil & grease absorbing material and flotation booms to contain and clean-up fuel or chemical spills and leaks. The applicant shall immediately notify ADEM after becoming aware of a significant visible oil sheen in the vicinity of the proposed activity. In the event of a spill with the potential to impact groundwater or other waters of the State, the applicant should immediately call the National Response Center at 1-800-424-8802 and the Alabama Emergency Management Agency at 1-800-843-0699. The caller should be prepared to report the name, address and telephone number of person reporting spill, the exact location of the spill, the company name and location, the material spilled, the estimated quantity, the source of spill, the cause of the spill, the nearest downstream water with the potential to receive the spill, and the actions taken for containment and cleanup.

7. The applicant shall conduct, at a minimum, weekly comprehensive site inspections to ensure that effective Best Management Practices (BMPs) are properly designed, implemented, and regularly maintained (i.e. repair, replace, add to, improve, implement more effective practice, etc.) utilizing good engineering practices to prevent/minimize to the maximum extent practicable discharges of pollutants in order to provide for the protection of water quality. The inspections shall be conducted by a qualified credentialed professional

(QCP), qualified personnel under the direct supervision of a QCP, or an ADEM recognized qualified credentialed inspector (QCI), until completion of the proposed activity.

8. Additional, effective BMPs shall be fully implemented and maintained on a daily basis as needed to prevent to the maximum extent possible potential discharges of pollutants from activities authorized by this certification, directly to or to a tributary or other stream segment, that have the potential to impact a State water currently considered impaired [waterbody is identified on the Alabama 303(d) list, a total maximum daily load (TMDL) has been finalized for the waterbody, and/or the waterbody is otherwise considered a Tier 1 water pursuant to ADEM Admin. Code Ch. 335-6-10]. The applicant shall inspect all BMPs as often as is necessary (daily if needed) for effectiveness, need for maintenance, and the need to implement additional, effective BMPs. Additional effective BMPs shall immediately be implemented as needed and may include but are not limited to sediment retention basins, greater capacity in sediment retention structures, hydroseeding with application of non-toxic tackifiers, grass sodding, non-toxic chemical treatment, erosion control blankets, other effective innovative/alternative technologies, etc. to ensure full compliance with ADEM requirements and the protection of water quality in the impaired waterbody.

9. All construction and worker debris (e.g. trash, garbage, etc.) must be immediately removed and disposed of in an approved manner. If acceptable offsite options are unavailable, effective onsite provisions for collection and control of onsite worker toilet waste or gray waste waters (i.e. port-o-let, shower washdown, etc.) must be implemented and maintained. Soil contaminated by paint or chemical spills, oil spills, etc. must be immediately cleaned up or be removed and disposed of in an approved manner. Also, the applicant shall manage and dispose of any trash, debris, and solid waste according to applicable state and federal requirements.

10. All materials used as fill, or materials used for construction of structures in a waterbody, must be non-toxic, non-leaching, non-acid forming, and free of solid waste or other debris. This requirement does not preclude the use of construction materials authorized by the COE that are typically utilized in marine or other aquatic applications.

11. The applicant shall implement appropriate measures to minimize the potential for a decrease of instream dissolved oxygen concentrations as a result of project implementation. In addition, the applicant shall ensure that the activities authorized by this certification do not significantly contribute to or cause a violation of applicable water quality standards for instream dissolved oxygen.

12. The applicant shall implement appropriate, effective BMPs, including installation of floating turbidity screens as necessary, to minimize downstream turbidity to the maximum extent practicable. The applicant shall visually monitor or measure background turbidity. The applicant must suspend operations should turbidity resulting from project implementation exceed background turbidity by more than 50 NTUs. Operations may resume when the turbidity decreases to within acceptable levels.

13. To ensure the protection of water quality, the applicant shall evaluate, characterize, and as necessary, conduct regular analysis of any material dredged/removed/disturbed in order to ensure that potential pollutants are not present in concentrations that could cause or contribute to a violation of applicable water quality standards. Information regarding the

evaluation, characterization, or detailed results of any analyses shall be made available to ADEM upon request.

14. If upland disposal areas are utilized, the applicant shall be responsible for the condition of the spoil disposal area, including the structural integrity of any embankments, for the life of the dredging and disposal activity and until the disposal area is permanently reclaimed or adequately stabilized, and for pumping and discharge rates, to ensure effective settling of suspended solids within the confines of the spoil disposal area sufficient to ensure that sediment and/or turbidity in the return water and/or stormwater runoff will not cause substantial visible contrast with the receiving waters, or result in an increase of 50 NTUs above background turbidity levels in the receiving waters.

15. The applicant is encouraged to consider additional pollution prevention practices, low impact development (LID), and other alternatives to assist in complying with applicable regulatory requirements and possible reduction/elimination of pollutant discharges. LID is an approach to land development or re-development that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product. There are many practices that have been used to implement these sustainable ideas such as bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements. By implementing LID principles and practices, water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within an ecosystem or watershed.

16. The applicant is encouraged to consider and implement a site design plan/strategy for post-construction hydrology to mimic pre-construction hydrology to the extent feasible, and for post-construction stormwater runoff peak flows and total stormwater volume to minimize potential downstream channel and stream bank erosion.

17. In recognition that projects are site specific in nature and conditions can change during project implementation, ADEM reserves the right to require the submission of additional information or require additional management measures to be implemented, as necessary on a case-by-case basis, in order to ensure the protection of water quality. Liability and responsibility for compliance with this certification are not delegable by contract or otherwise. The applicant shall ensure that any agent, contractor, subcontractor, or other person employed by, under contract, or paid a salary by the applicant complies with this certification. Any violations resulting from the actions of such person shall be considered violations of this certification.

18. Issuance of a certification by ADEM neither precludes nor negates an operator/owner's responsibility or liability to apply for, obtain, or comply with other ADEM, federal, state, or local government permits, certifications, licenses, or other approvals. This certification does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, trespass, or any infringement of Federal, State, or local laws or regulations, and in no way purports to vest in the applicant title to lands now owned by the State of Alabama nor shall it be construed as acquiescence by the State of Alabama of lands owned by the State of Alabama that may be in the applicant's possession.

Should you have any questions on this or related matters, please do not hesitate to contact Savannah Daughtry, Office of Field Services, by phone at (334) 394-4301 or by email at savannah.daughtry@adem.alabama.gov.

Sincerely,

Anthony Scott Hughes, Chief
Field Operations Division

SUPPLEMENT TO GENERAL REQUIREMENTS

FOR

CONSTRUCTION OF PUBLIC IMPROVEMENTS

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR (PARC)

ALONG PINHOOK CREEK

COH PROJECT NO. 71-26-SP03 & FEDERAL AID PROJECT NO. RAISE-4523(252)

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.

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 the Public Services Conference Room on the 1st Floor at 320 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. 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, and bidder name. 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.

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 39 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. 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.

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 and on CD-RW. The hard copy will be printed from the CD-RW. A sample copy of the invoice is attached as Attachment "G". The OWNER will provide the CD-RW to the contractor. Two originals and two copies of the invoices are required before payment will be made. The CD-RW should be submitted each month, along with the originals and copies, 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. **N/A**

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 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.

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 four (4) 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 Huntsville local newspaper. 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, 8, 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 Micro Station .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 feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone coordinates as described in The Code of Alabama (1975), section 35-2-1 and NGVD 1929. Digital files shall be submitted on 4-3/4" CD-RW (preferably in a live/flash drive format) ROM, 100 MB zip drive, 3 and ½ inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbology.

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	0	3/0	0	18	1	GPSPNT

	Monuments/Labels						
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 Buildings	0	1	0	10-20	1	
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. **N/A**

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 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.

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

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK
Federal Aid Project RAISE-4523(252) and COH Project No. 71-26-SP03
January 9, 2026

Addendum #1

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 ddrive 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~~	~~210A001~~	~~Unclassified Excavation (Special Undercutting) As Directed by the Engineer~~	~~5,000~~	~~CY~~
Add				
20	**210A001**	**Unclassified Excavation (Special Undercutting) As Directed by the Engineer**	**14,707**	**CY**
Delete				
~~63~~	~~645M500~~	~~Connection to Existing Manhole~~	~~1~~	~~EA~~
Add				
63	**645M500**	**Connection to Existing Manhole**	**2**	**EA**

Delete

~~80 COH 003 (7) 3" Conduit Riser-Up with Traffic Rated Handhole 36"x60"x48" Spaced Every 500' or as Directed by the Engineer, Complete in Place 6 EA~~

Add

80 COH 003 Conduit Riser-Up with Owner Furnished Handhole 36"x60"x48" Spaced Every 500' or as Directed by the Engineer, Complete in Place 6 EA

Delete

81 COH 004 Brown Sandstone Boulder Gravity Wall System, to Include excavation, boulders, stone backfill, geotextile and all incidentals for a Complete in Place wall system 51,012 SF

Add

81 COH 004 Brown Sandstone Boulder Gravity Wall System, to Include excavation, boulders, stone backfill, geotextile, wall penetrations and all incidentals for a Complete in Place wall system 51,012 SF

Add

87 COH 010 5 ft Temporary Chain-link Fence 5,000 LF

88 206A-050 Removal of Old Bridge, Partial, Old Heart of Huntsville to VBC (approx Station 24+00) 1 LS

89 206A-051 Removal of Old Bridge, Partial, Old St. Clair (approx. Station 32+50) 1 LS

90 COH 010 Landscape Allowance for Medical Mall Restoration 1 LS

91 622A000 Manhole Covers Reset 5 EA

92 622A001 Manhole Covers Reset (Storm) 5 EA

93 622A002 Manhole Covers Reset (Sanitary) 8 EA

94 COH 011 LOT K Parking Lot Restoration Allowance 1 LS

Add Option No. 1

Delete

~~45 610C000 Loose Riprap, Class 1 7,000 TON~~

~~46 610C002 Loose Riprap, Class 2 11,445 TON~~

Add

1-1 610C000 Loose Riprap, Class 1 Size, Decorative Brown Sandstone to Match Seawall Color 7,000 TON

1-2 610C002 Loose Riprap, Class 2 Size, Decorative Brown Sandstone to Match Seawall Color 11,445 TON

CLARIFICATIONS TO CONTRACTOR QUESTIONS ASKED IN PRE-BID MEETING:

Q: Chris asked if the liquidated damages will be per ALDOT or the City's Specifications.
A: 2026 ALDOT Specifications.

Q: Chris asked about a CAD file.
A: CAD file will be provided to the low Bidder.

Q: Chris asked if Sheet C-002 project note 3 will be required.
A: Note 3 has been deleted.

Q: Mark asked for clarification of the Junction Box heights.
A: See Clarifications in Pre-Bid Minutes for addition detail for structures exceeding 10' fill heights.

Q: Mark asked about the old St. Clair Bridge location, and the steel piling and/or significant amounts of substructure concrete.
A: New Pay Items have been added.

Q: Mark asked who will be responsible for the relocation of the miscellaneous items.
A: The notes that indicate electrical lines and communication are to be relocated are to be relocated by others.

Q: Mark asked about how to stabilize the poles.
A: Huntsville Utilities will temporarily restrain poles in the event it is needed on a case-by-case basis.

Q: Mark asked if a pay item can be added for sheeting.
A: Temporary Sheeting and Shoring are subsidiary obligations within the project for the pay item being constructed.

Q: Mark asked about the large existing retaining wall footings at both the Clinton and Holmes Ave. locations.
A: The wingwall and retaining wall footings in conflict are to be neatly sawcut as a subsidiary obligation to the item being installed.

Q: Mark asked if the black chain-link fence located adjacent to the medical mall parking lot will need to be removed and or reset.
A: A new pay item allowance has been added to address the removal and replacement of the decorative fence, sod, and irrigation items within the Medical Mall parking lot that may be damaged during construction.

Q: Mark asked if the historical sign south of Holmes Avenue will need to be removed or relocated.
A: The contractor will not be responsible for the relocation of the historical sign.

Q: Mark asked about the inlets or junction boxes on the plans that need to be adjusted or reset.
A: New pay items have been added.

Q: Mark asked if the 60-inch pipe by Holmes Avenue Bridge will need to be removed and or replaced.
A: The handling of the 60" RCP during construction is considered means and methods and it will be the contactor's responsibility to protect/restore the 60" RCP.

Q: Mark asked if clarification can be made regarding the number and quantity of conduit line.
A: See clarifications in Pre-Bid Minutes.

Q: Mark asked when the conduit line needs to be installed.
A: See schedule.

Q: Mark asked if installation will be required prior to wall construction or pole Relocation.
A: Sections of L3 an L2 can be concurrently constructed while the contractor duct bank is being installed. See schedule.

Q: Mark asked if the conduit line will be open cut or bored.
A: See clarifications in Pre-Bid Meeting Minutes.

Q: Mark asked for a sketch of the overhead electrical relocation during construction.
A: A sketch will be provided with addendum #2. This addendum is scheduled for Monday, January 12th.

Q: Mark asked how to coordinate construction activities with the VBC.
A: Matheny Goldman is designing the VBC expansion and they will have representatives attend our meetings for communication and coordination during construction.

Q: Mark asked about more details showing how the sea walls are to be constructed around the storm pipes.
A: See attached detail for Rock Type Headwalls.

Q: Mark asked about the box sheets showing class 3 rip rap, but the quantities show class 2 riprap.
A: The class 3 shown on the plans has been revised to class 2.

Q: Mark asked about the limits of grading at the Pinhook Creek Fagan Creek confluence around the bypass box culvert discharge point.
A: The intent of the grading is to not encroach on the park.

Q: Mark asked if the culvert wing for the bypass culvert will be kept or removed.
A: The handling of the bypass culvert during construction is considered means and methods and it will be the contactor's responsibility to protect/restore the culvert and wingwall.

Q: Mark asked how the wing will be supported.
A: See above.

Q: Mark asked for more detail regarding the slope paving underneath Clinton Avenue bridge.
A: The slope paving limits underneath Clinton Avenue to the north will terminate at the location that coincides with the existing gas main that is to be field located during construction.

Q: Mark asked if a pay item can be added for traffic control around Heart of Huntsville Drive that pertains to the sewer line that needs to be tied to the existing manhole.
A: Alan said yes. See clarifications.

Q: Mark asked if a bridge in slab replacement and guardrail replacement in this area?
A: See clarifications in Pre-Bid Meeting Minutes.

Q: Mark asked who is responsible for the replacement of seeding and topsoil when high water events flood the area at the back of the seawall and the front of the seawall.
A: On the east bank only. The contractor will be responsible for backfilling the areas behind the seawall and MSE wall with compacted unclassified excavation to a point 1' below the top of the seawall. The remaining 1' of the area will be filled with class 1 riprap for this project. The class 1 riprap will be measured for payment and the backfill will consist of unclassified excavation. The areas behind the seawall on the west bank are to be topsoiled and grassed as shown on the detail in the plans. The contractor for the next phase of the PARC project (under separate contract) will be responsible for removing the aforementioned riprap between the MSE wall and the seawall (east bank only) and establishing permanent vegetation in accordance with the USACE Permit.

Q: Mark asked if a pay item or detail can be provided for plugging in and abandoning a pipe near the medical mall parking lot.
A: Abandoned pipes can be bricked and filled with concrete or flow fill as selected by the contractor and will be measured for payment.

Q: Mark asked if a pay item can be added for minor structure concrete for the box sheets.
A: The pay item for utility encasement concrete can be utilized in situations where concrete may be needed in special cases and minor structural concrete will be considered a subsidiary obligation of the pay item being constructed.

Q: Mark asked if a specification can be provided to clarify what class and lining is required for the 10-inch ductile iron pipe.
A: 10" D.I. Class 350, cement lined and bituminous coated. (see clarifications for city specification reference)

Q: Mark asked about a pay item for the 5-foot temporary chain-link fence.
A: A new pay item has been added.

Q: Question asked about adding an item for sidewalk replacement due to the sewer line crossing on the west side of Heart of Huntsville Drive.
A: See clarifications in Pre-Bid Meeting Minutes.

Q: Question asked about adding a pay item for asphalt repair.
A: See clarifications in Pre-Bid Meeting Minutes.

Q: Question asked if cross-sections will be taken prior to construction to measure for unclassified excavation.
A: See clarifications in Pre-Bid Meeting Minutes.

Q: Question asked who will need to take the cross-sections.
A: The unclassified excavation plan quantities can be checked by the contractor via field measurements prior to construction.

Q: Question asked about the L3 wall, where the ready rock wall lowers for the future pedestrian bridge how are we to contain this backfill area? The same question also goes for R4 Wall.
A: These areas can be stepped down using riprap for this project during the interim while we wait on the pedestrian bridges that will be constructed in the next contract. The additional riprap will be measured for payment.

Q: Question asked about picking up different pipe sizes from plan profile sheets and x-section sheets.
A: The contract unit price associated with the pipe installed will be paid during construction in the event there is a discrepancy.

Q: Question asked about the L3 wall on the west side of Hart of Huntsville Drive there appears to be an 18-inch pipe that was not picked up. It appears that this pipe will need to be retained and stubbed through the wall.
A: The contract unit price associated with the pipe installed will be paid during construction in the event there is a discrepancy.

Q: Question asked about the bid item for the two types of erosion control matting under the detail shown on sheet 4A.
A: Please note the existing pay item will be utilized for both types of erosion control matting.

Q: **Question asked if it is the intent to pay for the different types of erosion control products under one pay item.**
A: **See above.**

Q: **Question asked about getting the location of the 6-foot permanent chain-link fence, including detail.**
A: **The 6' permanent fence is to be installed adjacent to the completed sections of the MSE Wall to prevent a potential fall hazard. City of Huntsville Chain-link Fence Detail is acceptable.**

Q: **Question asked how deep the piling and concrete footings need to be cut off of the old bridge piles and abutments where in conflict with the new MSE wall (Item #2).**
A: **The old piling and old abutments will need to be cut off 1' below the proposed footing depths of the new walls. 2 new pay items have been added for this work.**

Q: **Mike – Will need detail for the flume in areas where the pipe crown would have been exposed between the MSE wall and the Seawall (Item #13).**
A: **A sketch will be provided with Addendum #2. This Addendum is scheduled for Monday, January 12th.**

Q: **Mark – Can the bid be delayed for a week?**
A: **Unfortunately the bid cannot be delayed as it would require the City to move the agenda item for the bid award to the subsequent City Council Meeting thus reducing time for construction due to the Grant requirements.**

Q: **Matt – Which cap block detail is to be used on the MSE Wall?**
A: **Clarification: The detail that provides a provision for a handrail to be mounted to the cap is the detail we request as there will be handrails added to the top of the walls in future projects. Please see the attached GTEC detail for freestanding block coping with fence attachment.**

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**
Revised Quantities – Attachment A1
Seawall Pipe Penetration Detail
6' Fence Detail
Freestanding Wall Railing Detail

END OF ADDENDUM #1

MANDATORY PRE-BID MEETING

MINUTES

PROJECT NAME: Pedestrian Access and Redevelopment Corridor (PARC) along Pinhook Creek

Funding Source: USDOT Grant RAISE-NAE-4523

ALDOT CPMS No. 100078766

PROJECT NUMBER: 71-26-SP03

DATE: January 7, 2026

PROJECT ENGINEER: Alan Clements

PROJECT INSPECTOR: Lester Jones

Design Team: Zach Turner – Garver Engineering, John Corbell and Rachel Finch – GTEC Mike Donnelly – Land Design Solutions

Gina Moses	CTS Excavations
Alden Cagle	Grayson Carter & Son
Eli Belue	Grayson Carter & Son
Roli Grigg	Huntsville Utilities
Matt Mullins	Miller & Miller
Mark Seeley	Miller & Miller
Tyler Ramsey	Rogers Group
Chris Lovoy	Grayson Carter & Son
JP Dobbs	Brasfield & Gorrie
Chase Crosby	Big River Electric
Kevin Sawyer	Lambert Contracting
Mike Donnelly	Land Design Solutions
John Corbell	GTEC
Rachel Finch	GTEC
Dustin Downey	Downey Construction
Blake Redmond	Redmond Construction
Victoria Carter	Redmond Construction

Sara Beth Wilcox	Brasfield & Gorrie
Tommy Fortson	Fortson Hauling
Zachary Day	Alabama Wholesale
Blaise Brown	Alabama Wholesale
Hannah Brown	COH Engineering
Mary Ridgeway	COH Engineering
Angela Gurley	COH Engineering
Marc Reed	COH Planning

1. Introduction of all persons present

2. Work Description (Project Scope)

   PARC Phase I will include 3,200 linear feet of Pinhook Creek channel widening from Holmes Avenue to US 231. The project will include approximately 100,000 cubic yards of excavation and approximately 90,000 square feet of MSE wall intended to reduce flooding and promote downtown development.

3. Permits (Provide copies of all permits as part of the Contract)
   a. ADEM (NPDES) – City has permit but contractor is required to transfer, maintain and close out.
   b. USACE – CE NAE-4523(252) Approved and will remain in the City of Huntsville's name.

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 – Roli with HU stated that there are two more poles near the Parkway to be set and should be done within two to three months.

5. Right-of-Way
   a. Status of ROW or easement acquisition
   b. Property Owner information and notification

6. Conflicting Projects: VBC Expansion, Front Row Development, HMCRA Bridge Replacement

7. Schedule of Work
   a. Critical Path – Critical Path Schedule Required due to Grant Funding. Alan said if the work is not complete within the two years, the grant money could be lost. Alan said it will be important that special attention is paid to the critical path and to have meetings to stay on track.

b. Need by first payment
c. Owner reserves the right to withhold payment if work is more than 25% behind schedule

- Alan said the contractor will have two years to complete the project. Alan said that is a tight deadline, but he thinks it can be completed. Alan said the duct bank item in this project will be the initial priority so that the fiber lines can be pulled through by others and the overhead poles can be removed.

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 – 2026 ALDOT Standard Specifications for Highway Construction and City of Huntsville Specifications as Amended and Supplemented via Addenda
   d. Enforce ADA Standards for ROW construction.
   e. The contractor will be responsible for repair and maintenance of any trench cuts with hot mix asphalt.
   f. Schedule for review of shop drawings/material submittals – in accordance with ALDOT Requirements
   g. State of Alabama License required – Yes

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. Construction Trailer will not be required
i. Red line As-Builts are required
j. Calendar Days to complete project – 730
k. Council Approval – February 12, 2026
l. Anticipated Notice-to-Proceed – between 2/13 and 2/27

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 (Contractor submit to Lester Jones for concurrence prior to submitting for Payment)
    ii. Monthly Progress Meetings will be held via teams/zoom and supplemented with onsite 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 – Final Surfaces Complete and Safe
    v. Liquidated Damages in accordance with ALDOT Requirements
    vi. One year warranty period begins upon substantial complete.

- Alan said since this is a Federally funded project certified payroll will be required, but there are no DBE requirements.

11. Traffic Control – Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition.

    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 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. No DBE requirements but Certified Payroll /Davis Bacon are required. The project is Funded through USDOT/FHWA Raise Grant and Sponsored by ALDOT and all conditions apply.

Clarifications

All references to Class 3 riprap within the plans have been revised to Class 2 riprap.

The Box Sheets in the plans may show pay items that are not included within the bid proposal and are shown for bidder information purposes only. Several components on the MSE wall and the Seawall have been listed and quantified but will not be measured for payment. The MSE wall and Seawall are both complete in place wall systems and will be measured and paid per square feet of wall face. Payment will include all items of work necessary for a complete in place wall system. Items of work will include but may not be limited to temporary shoring, dewatering, bypass pumping, excavation, crushed limestone backfill, drainage pipes, wall penetrations, concrete pipe collars, geogrid reinforcing, foundations, wall caps, sandstone boulders, MSE units, filter fabric, ALDOT #2, ALDOT #5 and ALDOT #57 stone, utility adaptation and incidentals for a complete wall system as a subsidiary obligations to the MSE and Seawall pay items.

Items to be measured for payment that are adjacent to and serve the Seawall and the MSE wall will be the Class 1 riprap that is to be placed in front of the face of the seawall and the MSE wall and the excavation required for the riprap placement. All other items shown in the wall details are subsidiary obligations to the wall construction.

Measurement and payment for all pipes will include excavation, bedding, backfill, crushed aggregate, joint connection to existing and proposed structures, bypass pumping, temporary shoring, dewatering for all depths of installation as subsidiary obligations to the pipe being installed.

Measurement and payment for all storm water junction boxes and inlets will include excavation, bedding, reinforced concrete, backfill, crushed aggregate, steps, castings, bypass pumping, temporary shoring, dewatering for all depths of installation as subsidiary obligations to the pipe being installed.

Measurement and payment for all sanitary sewer construction will include excavation, bedding, backfill, crushed aggregate, ductile iron pipe, 4' diameter manholes, poured inverts, steps, castings, boot connectors, bypass pumping,

temporary shoring, dewatering for all depths of installation as subsidiary obligations to the pipe being installed.

All completed sewer items are to be installed and tested in accordance with the March 2011 City of Huntsville Design and Acceptance Manual for Sanitary Sewers.

The temporary traffic control, bridge end slab repair, roadway restoration, sidewalk repair, curb and gutter replacement for the sanitary sewer connection on Heart of Huntsville Drive will be considered as subsidiary obligations to the 10" sanitary sewer pipe being installed.

Unclassified excavation will be measured for payment 1 time in its original location based on the proposed cross sections. The unclassified excavation limits end at the face of the proposed final surfaces. All excavation behind proposed retaining wall faces is considered incidental to the construction of the retaining wall. No excavation for the construction of the MSE wall and seawall will be measured for payment except if unsuitable residual soils are encountered as determined by the engineer and the volume of material that is displaced by the seawall and MSE riprap to be placed in front of the wall faces.

In the event that unsuitable conditions are encountered while excavating for proposed retaining walls as determined by the engineer the contractor may be instructed to undercut and backfill with surge stone prior to wall construction. The undercut excavation and surge stone will both be measured for payment in addition to the other items of work. Also, areas that are to be excavated in order to receive riprap will also be measured for payment and the bid quantity for Unclassified Excavation (Special Undercutting) has been adjusted to reflect this change.

The pedestrian bridge foundations construction is to be coordinated with the geogrid installation so that the structural integrity of the MSE wall is not compromised. Within the bid items there is an allowance for the foundations. Once the foundation design is finalized the allowance will be used to negotiate the actual foundation cost for the item.

All debris generated from the removal pay items, clearing and grubbing and consumed erosion control BMPs are to be removed from the project and lawfully disposed.

The project detail in the plans reflects a junction box and storm water inlet have a maximum fill height of 10' for all junction boxes and storm water inlets over 10' of fill shall be furnished and installed in accordance with the ALDOT Special Drawing Number I-621-P for precast storm water structures exceeding 10' fill heights.

The proposed communication duct bank can be installed via open cut or directional bore, and it will be the contractor's option. Payment will be made for a complete duct bank to include owner furnished (6) 3" conduits and owner furnished (2) 2" conduits complete in place to include all excavation, crushed stone backfill, pavement and site restoration (in-kind), to include all incidentals. The duct bank will require (3) owner provided large handholes for all the 3" conduits that will include the excavation, backfill and stub-ups for the conduits complete with pull chords. The duct bank will also include (3) owner provide medium handholes for the 2" conduits at the same approximate location as the 3" communication handholes with the same requirements for construction.

The existing USGS monitoring system located on the Clinton Avenue bridge will have to be protected during construction or reconnected and fully operational following construction and as a subsidiary obligation to mobilization.

City of Huntsville property which is located adjacent to the west bank of Pinhook Creek between Heart of Huntsville Drive and US 231 will be available for contractor staging for the duration of the project. This area may also be utilized by local utility companies working on this project. Notice of any changes will be provided in writing to the contractor 2 weeks prior to the actual additional need.

Schedule

The initial critical path for this project will be the installation of the communication duct bank along the east bank of Pinhook Creek so that the communication companies can relocate their fiber off the overhead poles that exist along the east bank of the creek. Huntsville Utilities has already removed some of the overhead electric from the poles and once the communication fiber has been relocated by the communication companies Huntsville Utilities will remove the poles.

The intent of the wall construction is to begin on the east bank at approximate ditch centerline 25+50 and work upstream construction retaining wall L2 while Huntsville Utilities removes the overhead power poles that are adjacent to the east bank of Pinhook Creek. Following L2, the plan is to begin construction of L3 at approximate ditch centerline 38+35 and work upstream. The seawall construction can be concurrent with the L2 and L3 construction.

Grading operations on the west bank can begin at ditch centerline station 21+00 and work upstream to station 1+00 allowing Huntsville Utilities to remove overhead power poles within the 27+00 to 35+00 section of the project following the duct bank construction.

Any suitable excavation located on site can be used as fill on site where crushed limestone is not required (as directed by the engineer). All other/excess excavation is to be removed from the site.

Cooperation

The contractor can expect multiple construction projects adjacent to this project. Within the limits of this project the existing railroad bridge will be demolished and a new bridge constructed in the same location and coordination will be required with the bridge contractor. In addition, the VBC expansion will be under construction on the east bank of the creek from approximately Station 25+00 upstream to approximately Station 14+00. From approximately Station 12+00 to approximate station 5+00 on the east bank of the creek, the City of Huntsville is currently constructing a new roadway and is nearing completion. Also, during the project Huntsville Utilities will be removing the overhead poles along the east bank in front of construction to minimize potential for conflict.

Contractor should provide a 2 week notice prior to beginning partial demolition of Lot K parking lot at Station 6+00 to 12+00 so that the tenants can be notified.

The precast light pole foundations located in Lot K parking lot at station 6+00 to 12+00 are to be protected during demolition (precast units). The light poles will remain as City of Huntsville property which will also be turned over to the City.

The proposed grading on the east bank near the railroad will with to be coordinated with the railroad bridge contractor so that the embankment can remain in place until the demolition of the existing bridge is completed by others.

Permits

Prior to commencing excavation operations, the contractor will be required to transfer the ADEM NPDES Permit from the City of Huntsville into the contractor's name. The contractor will be required to transfer, maintain and close the ADEM NPDES Permit as a requirement of this project. All costs associated with the ADEM NPDES Permit will be considered a subsidiary obligation to the lump sum pay item for mobilization.

Requirements

Prior to the removal of pavements and vegetation, the contractor shall install all preconstruction erosion control BMPs and chain link security fence within the immediate area prior to excavation and vertical drop offs.

14. Questions?

Q: Chris asked if the liquidated damages will be per ALDOT or the City's Specifications.
A: Will be clarified in the addendum

Q: Chris asked if the waste pits require all permits per ALDOT specifications.
A: Alan said yes.

Q: Chris asked about a CAD file.
A: Alan said he will make the request.

Q: Chris asked if Sheet C-002 project note 3 will be required.
A: Will be clarified in the addendum.

Q: Chris asked if Garver would be helping the city with the ALDOT paperwork.
A: Alan said yes, to validate the USDOT grant.

Q: Chris if the only topsoil to be stockpiled is what will be required for respread.
A: Zack said yes. Note, we will need topsoil to backfill retaining walls and Seawalls to varying depths depending on location.

Q: Mark asked for clarification of the Junction Box heights.
A: Will be clarified in the addendum.

Q: Mark asked about the old St. Clair Bridge location, and the steel piling and/or significant amounts of substructure concrete.
A: Will be clarified in the addendum.

Q: Mark asked who will be responsible for the relocation of the miscellaneous items.
A: Will be clarified in the addendum.

Q: Mark asked about how to stabilize the poles.
A: Will be clarified in the addendum.

Q: Mark asked if a pay item can be added for sheeting.
A: Will be clarified in the addendum.

Q: Mark asked about the large existing retaining wall footings at both the Clinton and Holmes Ave. locations.
A: Will be clarified in the addendum.

Q: Mark asked if the black chain-link fence located adjacent to the medical mall parking lot will need to be removed and or reset.
A: Will be clarified in the addendum.

Q: Mark asked if the historical sign south of Holmes Avenue will need to be removed or relocated.
A: Will be clarified in the addendum.

Q: Mark asked about the inlets or junction boxes on the plans that need to be adjusted or reset.
A: Will be clarified in the addendum.

Q: Mark asked if the 60-inch pipe by Holmes Avenue Bridge will need to be removed and or replaced.
A: Will be clarified in the addendum.

Q: Mark asked if clarification can be made regarding the number and quantity of conduit line.
A: Will be clarified in the addendum.

Q: Mark asked when the conduit line needs to be installed.
A: Will be clarified in the addendum.

Q: Mark asked if installation will be required prior to wall construction or pole Relocation.
A: Will be clarified in the addendum. Sections of L3 an L2 can be concurrently constructed while the contractor duct bank is being installed.

Q: Mark asked if the conduit line will be open cut or bored.
A: Will be clarified in the addendum.

Q: Mark asked for a sketch of the overhead electrical relocation during construction.
A: Alan said he will provide a sketch.

Q: Question asked about the timeline for the bridge.
A: Alan stated that he does not know a timeline other than we hope to bid the railroad bridge in March and the sky bridge is still under design.

Q: Mark asked if the bridge would affect the storage areas.
A: Alan stated no.

Q: Mark asked how to coordinate construction activities with the VBC.
A: Will be clarified in the addendum.

Q: Mark asked about more details showing how the sea walls are to be constructed around the storm pipes.
A: Will be clarified in the addendum.

Q: Mark asked about the box sheets showing class 3 rip rap, but the quantities show class 2 riprap.
A: Will be clarified in the addendum.

Q: Mark asked about the limits of grading at the Pinhook Creek Fagan Creek confluence around the bypass box culvert discharge point.
A: Will be clarified in the addendum.

Q: Mark asked if the culvert wing for the bypass culvert will be kept or removed.
A: Will clarify in the addendum.

Q: Mark asked how the wing will be supported.
A: Will be clarified in the addendum.

Q: Mark asked for more detail regarding the slope paving underneath Clinton Avenue bridge.
A: Will be clarified in the addendum.

Q: Mark asked if a pay item can be added for traffic control around Heart of Huntsville Drive that pertains to the sewer line that needs to be tied to the existing manhole.
A: Alan said yes. See clarifications.

Q: Mark asked if a bridge in slab replacement and guardrail replacement in this area?
A: Will be clarified in the addendum.

Q: Mark asked who is responsible for the replacement of seeding and topsoil when high water events flood the area at the back of the seawall and the front of the seawall.
A: Will be clarified in the addendum.

Q: Mark asked if a pay item or detail can be provided for plugging in and abandoning a pipe near the medical mall parking lot.
A: Will be clarified in the addendum.

Q: Mark asked if a pay item can be added for minor structure concrete for the box sheets.
A: Will be clarified in the addendum.

Q: Mark asked if a specification can be provided to clarify what class and lining is required for the 10-inch ductile iron pipe.
A: Will be clarified in the addendum.

Q: Mark asked about a pay item for the 5-foot temporary chain-link fence.
A: Will be clarified in the addendum.

Q: Question asked about adding an item for sidewalk replacement due to the sewer line crossing on the west side of Heart of Huntsville Drive.
A: Will be clarified in the addendum.

Q: Question asked about adding a pay item for asphalt repair.
A: Will be clarified in the addendum.

Q: Question asked if cross-sections will be taken prior to construction to measure for unclassified excavation.
A: Will be clarified in the addendum.

Q: Question asked who will need to take the cross-sections.
A: Will be clarified in the addendum.

Q: Question asked about the L3 wall, where the ready rock wall lowers for the future pedestrian bridge how are we to contain this backfill area? The same question also goes for R4 Wall.
A: Will be clarified in the addendum

Q: Question asked about picking up different pipe sizes from plan profile sheets and x-section sheets.
A: Will be clarified in the addendum.

Q: Question asked about the L3 wall on the west side of Hart of Huntsville Drive there appears to be an 18-inch pipe that was not picked up. It appears that this pipe will need to be retained and stubbed through the wall.
A: Will be clarified in the addendum.

Q: Question asked about the bid item for the two types of erosion control matting under the detail shown on sheet 4A.
A: Will be clarified in the addendum.

Q: Question asked if it is the intent to pay for the different types of erosion control products under one pay item.
A: Will be clarified in the addendum.

Q: Question asked about getting the location of the 6-foot permanent chain-link fence, including detail.
A: Will be clarified in the addendum.

Q: Question asked how deep the piling and concrete footings need to be cut off of the old bridge piles and abutments where in conflict with the new MSE wall (Item #2).
A: Will be clarified in the addendum.

Q: Chris asked if a survey is needed since one has already been done previously.
A: Alan stated another survey is not necessary.

Q: Mike – Will need detail for the flume in areas where the pipe crown would have been exposed between the MSE wall and the Seawall (Item #13).
A: Will be clarified in the addendum.

Q: Mark – Can the bid be delayed for a week?
A: Unfortunately the bid cannot be delayed as it would require the City to move the agenda item for the bid award to the subsequent City Council Meeting thus reducing time for construction due to the Grant requirements.

Q: Matt – Which cap block detail is to be used on the MSE Wall?
A: Clarification: The detail that provides a provision for a handrail to be mounted to the cap is the detail we request as there will be handrails added to the top of the walls in future projects. Please see the attached GTEC detail for freestanding block coping with fence attachment.

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, January 13, 2026, until 5:00 p.m.** via email to: mary.ridgeway@huntsvilleal.gov

Response to contractor questions will be **Friday, January 16, 2026, until 5:00 p.m.**

Bids open: Friday, January 23, 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.

		ATTACHMENT "A1"				1/9/2026
		Pedestrian Access and Redevelopment Corridor along Pinhook Creek				
		Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03				
		BASE BID				
ITEM	**ALDOT ITEM NO**	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID UNIT PRICE**	**BID AMOUNT**
1	201A002	Clearing and Grubbing (Maximum Allowable Bid $)	1	LS	$30,000.00	$30,000.00
2	206C001	Removing Concrete Pavement	13,290	SY		$0.00
3	206C002	Removing Concrete Slope Paving	2,264	SY		$0.00
4	206C015	Removing Concrete Foundation Slab	3,138	SY		$0.00
5	206C023	Removing Riprap	2,586	SY		$0.00
6	206D000	Removing Pipe	1,184	LF		$0.00
7	206D003	Removing Curb and Gutter	482	LF		$0.00
8	206D006	Removing Industrial Fence	2,532	LF		$0.00
9	206D008	Removing Retaining Wall	384	LF		$0.00
10	206D011	Removing Fence	189	LF		$0.00
11	206D012	Removing Rock Culvert	5	LF		$0.00
12	206E000	Removing Headwalls	12	EA		$0.00

Pedestrian Access and Redevelopment Corridor along Pinhook Creek

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
13	206E001	Removing Inlets	1	EA		$0.00
14	206E002	Removing Junction Boxes	2	EA		$0.00
15	206E003	Removing Manholes	2	EA		$0.00
16	206E018	Removing Concrete Pedestal	8	EA		$0.00
17	206E022	Removing Metal Pole with Light	5	EA		$0.00
18	206G002	Removal of Rubble	1	LS		$0.00
19	210A000	Unclassified Excavation (Excess Removed from Site)	95,356	CY		$0.00
20	210A001	Unclassified Excavation (Special Undercutting) As Directed by the Engineer	14,707	CY		$0.00
21	243C000	Filter Fabric	12,598	SY		$0.00
22	305B071	Coarse Aggregate, Section 801, For Miscellaneous Use (Surge Rock)	9,500	TON		$0.00

Pedestrian Access and Redevelopment Corridor along Pinhook Creek

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
23	305B077	Crushed Aggregate, Section 801, For Miscellaneous Use	500	TON		$0.00
24	529A020	Retaining Wall L1	15,642	SF		$0.00
25	529A021	Retaining Wall L2	27,813	SF		$0.00
26	529A022	Retaining Wall L3	25,085	SF		$0.00
27	529A023	Retaining Wall R1	1,463	SF		$0.00
28	529A024	Retaining Wall R2	4,220	SF		$0.00
29	529A025	Retaining Wall R4	4,609	SF		$0.00
30	529A026	Retaining Wall R5	3,675	SF		$0.00
31	529A027	Retaining Wall R6	6,720	SF		$0.00
32	529A028	Retaining Wall R7	115	SF		$0.00
33	533A096	12" Storm Sewer Pipe (Class 3 R.C.)	59	LF		$0.00
34	533A097	15" Storm Sewer Pipe (Class 3 R.C.)	89	LF		$0.00

Pedestrian Access and Redevelopment Corridor along Pinhook Creek

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
35	533A098	18" Storm Sewer Pipe (Class 3 R.C.)	226	LF		$0.00
36	533A099	24" Storm Sewer Pipe (Class 3 R.C.)	420	LF		$0.00
37	533A100	30" Storm Sewer Pipe (Class 3 R.C.)	46	LF		$0.00
38	533A101	36" Storm Sewer Pipe (Class 3 R.C.)	127	LF		$0.00
39	533A103	48" Storm Sewer Pipe (Class 3 R.C.)	12	LF		$0.00
40	533A104	54" Storm Sewer Pipe (Class 3 R.C.)	13	LF		$0.00
41	533B099	29" Span, 18" Rise Storm Sewer Pipe (Class 3 R.C.)	60	LF		$0.00
42	533B100	36" Span, 23" Rise Storm Sewer Pipe (Class 3 R.C.)	571	LF		$0.00
43	533B101	44" Span, 27" Rise Storm Sewer Pipe (Class 3 R.C.)	228	LF		$0.00
44	600A000	Mobilization	1	LS		$0.00

Pedestrian Access and Redevelopment Corridor along Pinhook Creek

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
45	610C000	Loose Riprap, Class 1	7,000	TON		$0.00
46	610C002	Loose Riprap, Class 2	11,445	TON		$0.00
47	610D003	Filter Blanket, Geotextile	6,029	SY		$0.00
48	614A000	Slope Paving	700	CY		$0.00
49	619A002	18" Roadway Pipe End Treatment, Class 1	2	EA		$0.00
50	619A003	24" Roadway Pipe End Treatment, Class 1	4	EA		$0.00
51	619A004	30" Roadway Pipe End Treatment, Class 1	2	EA		$0.00
52	619A005	36" Roadway Pipe End Treatment, Class 1	3	EA		$0.00
53	619A007	48" Roadway Pipe End Treatment, Class 1	1	EA		$0.00

Pedestrian Access and Redevelopment Corridor along Pinhook Creek

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
54	619A008	54" Roadway Pipe End Treatment, Class 1	1	EA		$0.00
55	619B018	36" Span, 23" Rise Roadway Pipe End Treatment, Class 1	4	EA		$0.00
56	619B019	44" Span, 27" Rise Roadway Pipe End Treatment, Class 1	1	EA		$0.00
57	619B267	29" Span, 18" Rise Roadway Pipe End Treatment, Class 1 (Double Line)	1	EA		$0.00
58	621A013	Junction Boxes, Type Special	10	EA		$0.00
59	621C030	Inlets, Type "Special"	17	EA		$0.00
60	623C003	Combination Curb & Gutter, Type C (Modified)	916	LF		$0.00
61	645A512	10 Inch Ductile Iron Sanitary Sewer Gravity Pipe Laid	537	LF		$0.00

Pedestrian Access and Redevelopment Corridor along Pinhook Creek

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
62	645H510	48 Inch Manhole	3	EA		$0.00
63	645M500	Connection to Existing Manhole	2	EA		$0.00
64	650A000	Topsoil	5,000	CY		$0.00
65	650B000	Topsoil from Stockpiles	7,500	CY		$0.00
66	652A100	Seeding	13	ACRE		$0.00
67	659C002	Erosion Control Product, Type S2	62,462	SY		$0.00
68	665A000	Temporary Seeding	13	ACRE		$0.00
69	665B001	Temporary Mulching	13	TON		$0.00
70	665J002	Silt Fence	9,081	LF		$0.00

	Pedestrian Access and Redevelopment Corridor along Pinhook Creek					
	Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03					
	BASE BID					
ITEM	**ALDOT ITEM NO**	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID UNIT PRICE**	**BID AMOUNT**
71	665N000	Temporary Coarse Aggregate, ALDOT Number 1	240	TON		$0.00
72	665O001	Silt Fence Removal	9,081	LF		$0.00
73	665P005	Inlet Protection, Stage 3 or 4	35	EA		$0.00
74	665Q002	Wattle	288	LF		$0.00
75	674A000	Construction Safety Fence	6,222	LF		$0.00
76	680A001	Geometric Controls	1	LS		$0.00
77	999-000	Trainee Hours at 80 Cents Per Hour	3,000	HOUR		$0.00
		NON-PARTICIPATING ITEMS				
78	COH 001	6 ft Permanent Chain-link Fence	6,222	LF		$0.00

	Pedestrian Access and Redevelopment Corridor along Pinhook Creek					
	Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03					
	BASE BID					
ITEM	**ALDOT ITEM NO**	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID UNIT PRICE**	**BID AMOUNT**
79	COH 002	Conduit Bank, Install Owner Furnished Conduit, (6) 3" HDPE & (2) 2" HDPE in Common Trench, Complete in Place to Include Contractor provided Excavation, Crushed Stone Backfill, Surface Restoration to Match Existing or Direction Bore as Contractors Option	1,200	LF		$0.00
80	COH 003	Conduit Riser-Up with Owner Furnished Handhole 36"x60"x48" Spaced Every 500' or as Directed by the Engineer, Complete in Place	6	EA		$0.00
81	COH 004	Brown Sandstone Boulder Gravity Wall System, to Include excavation, boulders, stone backfill, geotextile, wall penetrations and all incidentals for a Complete in Place wall system	51,012	SF		$0.00
82	COH 005	Communication Allowance, as Directed by the Engineer	1	LS	$390,000.00	$390,000.00

	Pedestrian Access and Redevelopment Corridor along Pinhook Creek					
	Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03					
	BASE BID					
ITEM	**ALDOT ITEM NO**	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID UNIT PRICE**	**BID AMOUNT**
83	COH 006	Huntsville Utility Project Allowance, As Directed by the Engineer	1	LS	$900,000.00	$900,000.00
84	COH 007	Utility Encasement Concrete, As Directed by the Engineer	125	CY		$0.00
85	COH 008	Non Structural FlowFill for Utilities, As Directed by the Engineer	75	CY		$0.00
86	COH 009	Pedestrian Bridge Foundation Allowance	1	LS	$100,000.00	$100,000.00
87	COH 010	5 ft Temporary Chain-link Fence	5,000	LF		$0.00
88	206A-050	Removal of Old Bridge, Partial, Old Heart of Huntsville to VBC (approx Station 24+00)	1	LS		$0.00

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Pedestrian Access and Redevelopment Corridor along Pinhook Creek

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
89	206A-051	Removal of Old Bridge, Partial, Old St. Clair (approx. Station 32+50)	1	LS		$0.00
90	COH 010	Landscape Allowance for Medical Mall Restoration	1	LS	$75,000.00	$75,000.00
91	622A000	Manhole Covers Reset	5	EA		$0.00
92	622A001	Manhole Covers Reset (Storm)	5	EA		$0.00
93	622A002	Manhole Covers Reset (Sanitary)	8	EA		$0.00
94	COH 011	LOT K Parking Lot Restoration Allowance	1	LS	$200,000.00	$200,000.00
		TOTAL BASE BID				**$1,695,000.00**

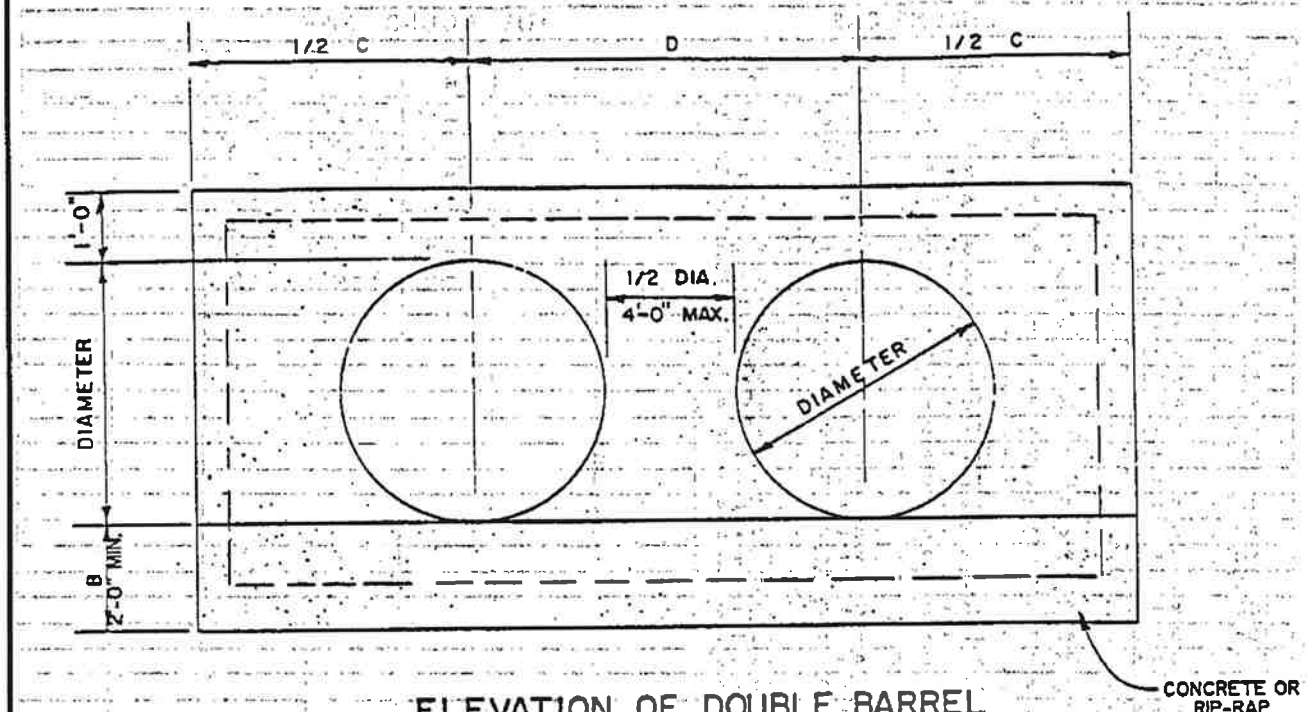
Pedestrian Access and Redevelopment Corridor along Pinhook Creek

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

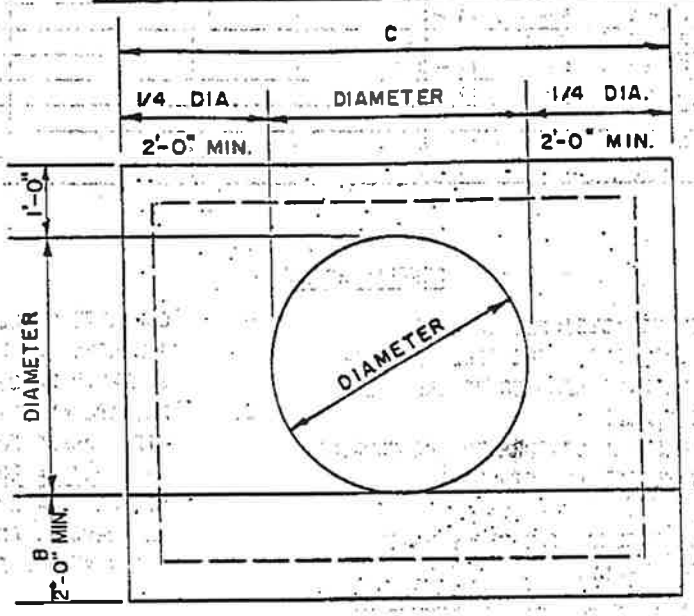
BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
		Option No. 1				
		Delete				
45	610C000	Loose Riprap, Class 1	7,000	TON	$0.00	$0.00
						$0.00
46	610C002	Loose Riprap, Class 2	11,445	TON	$0.00	$0.00
		Add				$0.00
1-1	610C000	Loose Riprap, Class 1 Size, Decorative Brown Sandstone to Match Seawall Color	7,000	TON		$0.00
						$0.00
1-2	610C002	Loose Riprap, Class 2 Size, Decorative Brown Sandstone to Match Seawall Color	11,445	TON		$0.00
		TOTAL Option No. 1				$0.00

	Pedestrian Access and Redevelopment Corridor along Pinhook Creek					
	Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03					
	BASE BID					
ITEM	**ALDOT ITEM NO**	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID UNIT PRICE**	**BID AMOUNT**
		ALL ITEMS SHALL BE CONSIDERED IN PLACE. UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND REMOVAL REQUIRED.				
		COMPANY_____ SIGNATURE_____ DATE_____				



ELEVATION OF DOUBLE BARREL
ROUND PIPE HEADWALL



ELEVATION OF ROUND
PIPE HEADWALL

REVISIONS			CITY OF HUNTSVILLE	
DESCRIPTION	NAME	DATE	CONCRETE & LIMESTONE RIP-RAP SLOPE PAVED HEADWALLS-ROUND PIPE DETAIL	
DIRECTOR		DATE	*ENGINEER OF PUBLIC WORKS* CITY OF HUNTSVILLE, ALABAMA	DR-152A DRAWING NO.

DIMENSIONS FOR ROUND PIPE

DIAMETER INCHES	DIAMETER FT. & IN.	OPEN AREA	2 TO 1 SLOPE B	2 TO 1 SLOPE C	2 TO 1 SLOPE D	3 TO 1 SLOPE B	3 TO 1 SLOPE C	3 TO 1 SLOPE D
8"	0'-8"	0.4	1'-6"	4'-8"	1'-0"	2'-2"	4'-8"	1'-0"
10"	0'-10"	0.5	1'-11"	4'-10"	1'-3"	2'-8"	4'-10"	1'-3"
12"	1'-0"	0.8	2'-5"	5'-0"	1'-6"	3'-2"	5'-0"	1'-6"
15"	1'-3"	1.2	2'-10"	5'-3"	1'-11"	4'-0"	5'-3"	1'-11"
18"	1'-6"	1.8	3'-3"	5'-6"	2'-3"	4'-9"	5'-6"	2'-3"
21"	1'-9"	2.4	3'-11"	5'-9"	2'-7½"	5'-7"	5'-9"	2'-7½"
24"	2'-0"	3.1	4'-6"	6'-0"	3'-0"	6'-4"	6'-0"	3'-0"
30"	2'-6"	4.9	5'-3"	6'-6"	3'-9"			
36"	3'-0"	7.1	6'-9"	7'-0"	4'-6"			
42"	3'-6"	9.6	7'-0"	7'-6"	5'-3"			
48"	4'-0"	12.6	9'-0"	8'-0"	6'-0"			
54"	4'-6"	15.9	10'-1"	8'-6"	6'-9"			
60"	5'-0"	19.6	11'-3"	9'-0"	7'-6"			
66"	5'-6"	23.8	12'-4"	9'-6"	8'-3"			
72"	6'-0"	28.3	13'-5"	10'-0"	9'-0"			
78"	6'-6"	33.2	14'-7"	10'-6"	9'-9"			
84"	7'-0"	38.5	15'-8"	11'-0"	10'-6"			
90"	7'-6"	44.2	16'-10"	11'-6"	11'-3"			
96"	8'-0"	50.3	17'-11"	12'-0"	12'-0"			
102"	8'-6"	56.7	19'-0"	12'-9"	12'-6"			
108"	9'-0"	63.6	20'-2"	13'-6"	13'-0"			
114"	9'-6"	70.9	21'-3"	14'-3"	13'-6"			
120"	10'-0"	78.5	22'-5"	15'-0"	14'-0"			
126"	10'-6"	86.6	23'-6"	15'-9"	14'-6"			
132"	11'-0"	95.0	24'-8"	16'-6"	15'-0"			
138"	11'-6"	103.9	25'-9"	17'-3"	15'-6"			
144"	12'-0"	113.1	26'-10"	18'-0"	16'-0"			
150"	12'-6"	122.7	28'-0"	18'-9"	16'-6"			
156"	13'-0"	132.7	29'-1"	19'-6"	17'-0"			
162"	13'-6"	143.1	30'-3"	20'-3"	17'-6"			
168"	14'-0"	153.9	31'-4"	21'-0"	18'-0"			
174"	14'-6"	165.1	32'-6"	21'-9"	18'-6"			
180"	15'-0"	176.7	33'-7"	22'-6"	19'-0"			

GENERAL NOTES

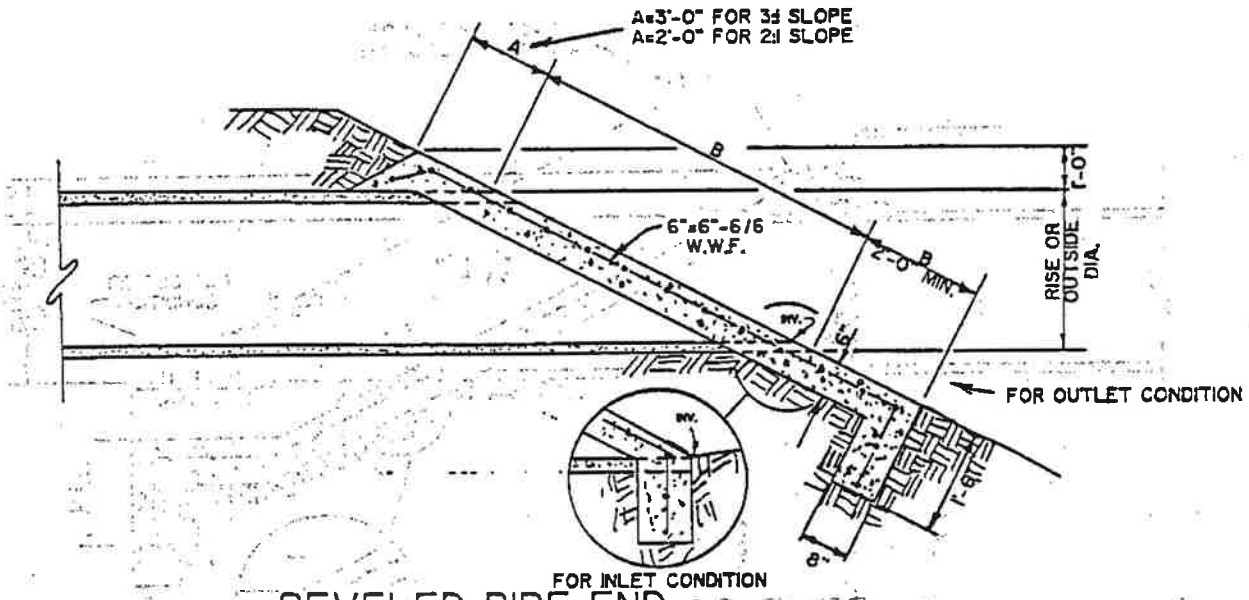
1. THIS HEADWALL IS NOT DESIGNED TO OFFER ANY SUPPORT TO THE PIPE. THE FILL IS TO BE PLACED AND ALL SHORING REMOVED BEFORE THE SLOPE PAVING IS PLACED.
2. ALL SLOPE PAVING SHALL CONFORM TO THE CURRENT ALABAMA HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS.
3. QUANTITIES SHOWN INCLUDE TWO SLOPE PAVED WALLS AND TWO TOE WALLS.
4. CONTRACTOR SHALL INSURE THROUGH MECHANICAL MEANS OR OTHER APPROVED DEVICES THAT CONNECTION BETWEEN BEVELED PIPE END AND CONCRETE WILL NOT BE DETACHED.
5. CONCRETE SHALL BE CLASS A WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 p.s.i.
6. PROVIDE 6"x6"-6/6 GAGE WELDED WIRE FABRIC FOR PIPES LARGER THAN 36" OR EQUIVALENT.
7. RIP-RAP SHALL BE UNIFORM SIZE THROUGHOUT, AND AT LEAST 6" THICK AT THE SMALLEST DIMENSION.

REVISIONS		
DESCRIPTION	NAME	DATE

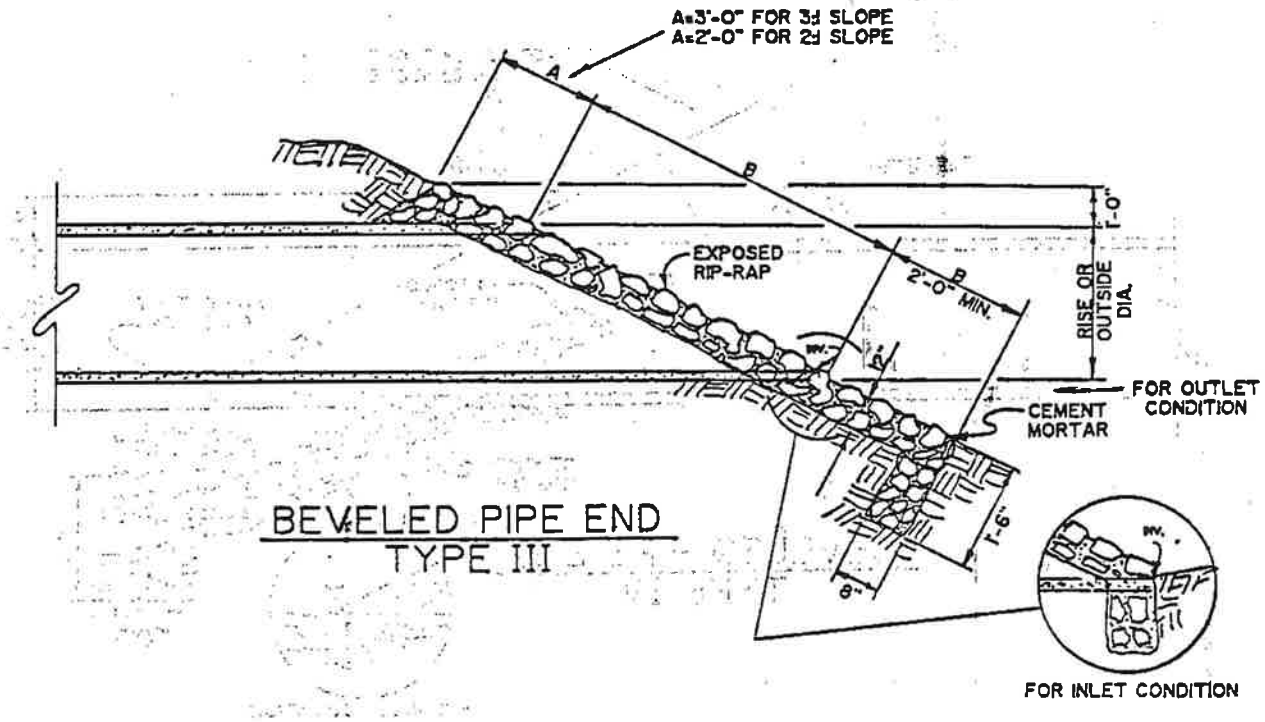
CITY OF HUNTSVILLE

CONCRETE & LIMESTONE RIP-RAP SLOPE PAVED HEADWALLS-ROUND PIPE DETAIL

DIRECTOR	DATE	ENGINEER OF PUBLIC WORKS CITY OF HUNTSVILLE, ALABAMA	DR-152B DRAWING NO.



BEVELED PIPE END
TYPE I



BEVELED PIPE END
TYPE III

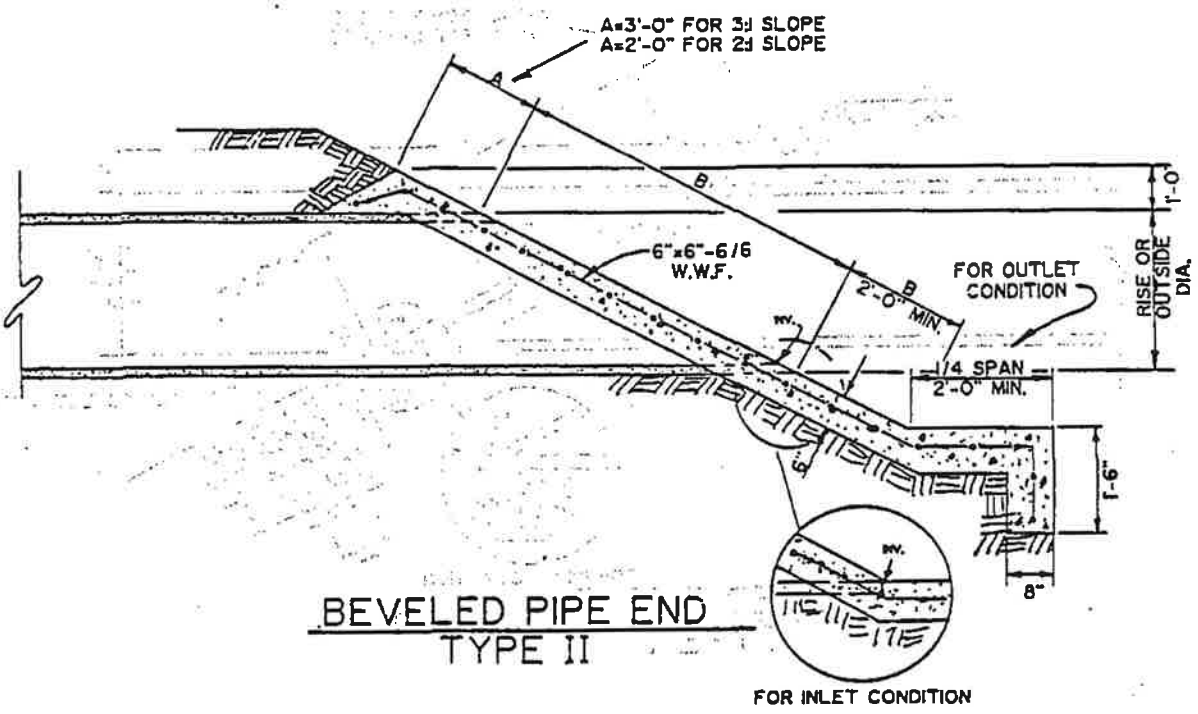
REVISIONS		
DESCRIPTION	NAME	DATE
DIRECTOR		DATE

CITY OF HUNTSVILLE

CONCRETE & LIMESTONE RIP-RAP SLOPE PAVED HEADWALLS-ROUND PIPE DETAIL

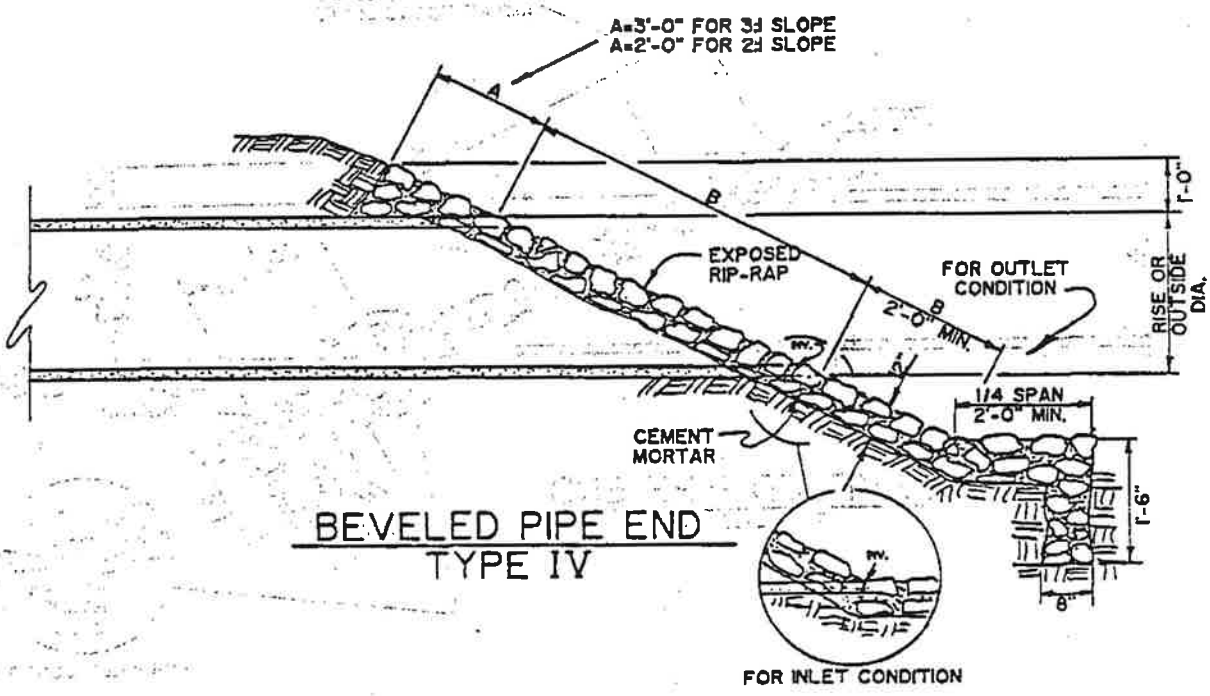
ENGINEER OF PUBLIC WORKS
CITY OF HUNTSVILLE, ALABAMA

DR-152C
DRAWING NO.



BEVELED PIPE END
TYPE II

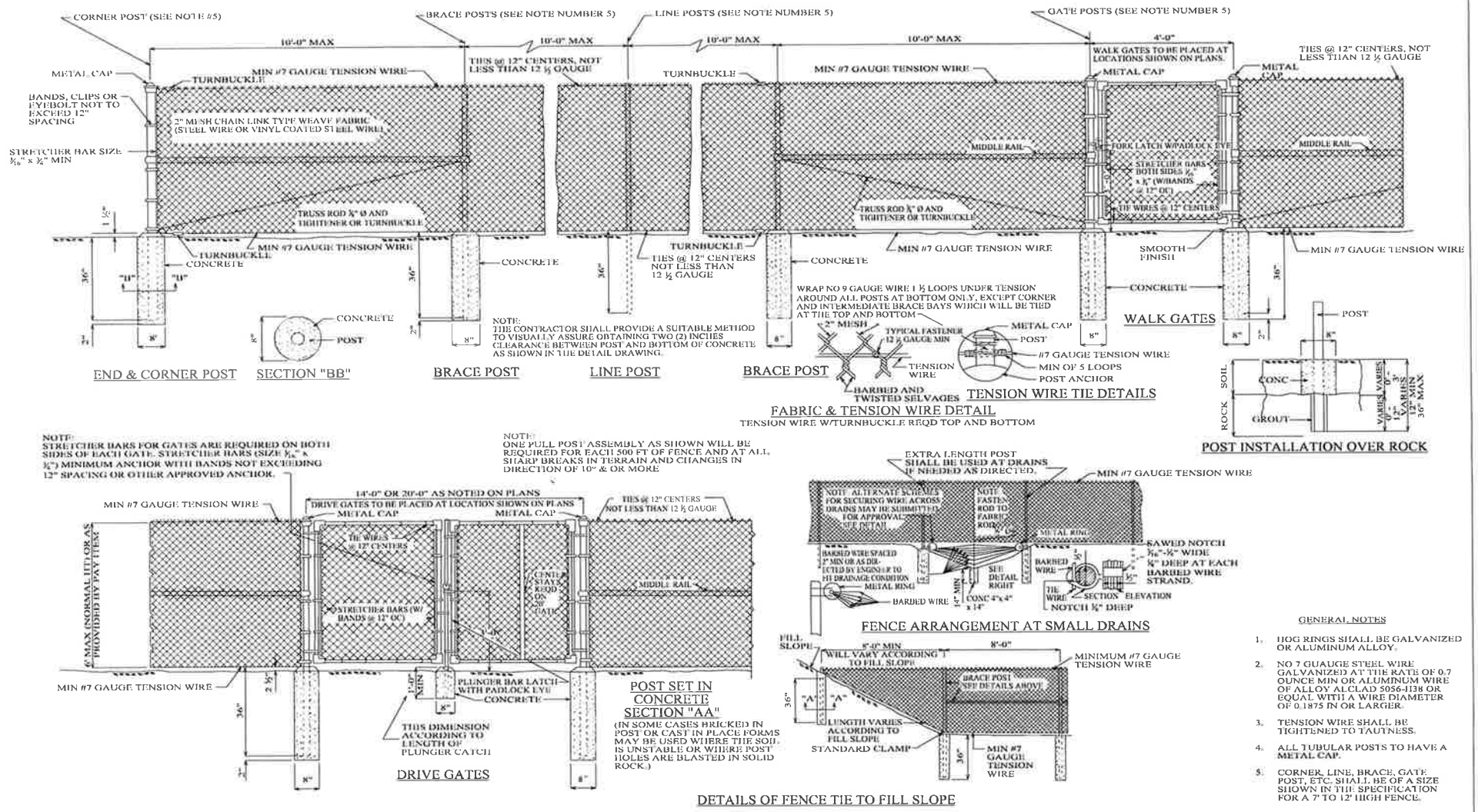
FOR INLET CONDITION



BEVELED PIPE END
TYPE IV

FOR INLET CONDITION

REVISIONS			CITY OF HUNTSVILLE	
DESCRIPTION	NAME	DATE	CONCRETE & LIMESTONE RIP-RAP SLOPE PAVED HEADWALLS-ROUND PIPE DETAIL	
DIRECTOR		DATE	ENGINEER OF PUBLIC WORKS CITY OF HUNTSVILLE, ALABAMA	DR-152 D DRAWING NO.



GENERAL NOTES

1. HOG RINGS SHALL BE GALVANIZED OR ALUMINUM ALLOY.
2. NO 7 GUAUGE STEEL WIRE GALVANIZED AT THE RATE OF 0.7 OUNCE MIN OR ALUMINUM WIRE OF ALLOY ALCLAD 5056-H38 OR EQUAL WITH A WIRE DIAMETER OF 0.1875 IN OR LARGER.
3. TENSION WIRE SHALL BE TIGHTENED TO TAUTNESS.
4. ALL TUBULAR POSTS TO HAVE A METAL CAP.
5. CORNER, LINE, BRACE, GATE POST, ETC. SHALL BE OF A SIZE SHOWN IN THE SPECIFICATION FOR A 7' TO 12' HIGH FENCE.

NOT TO SCALE

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

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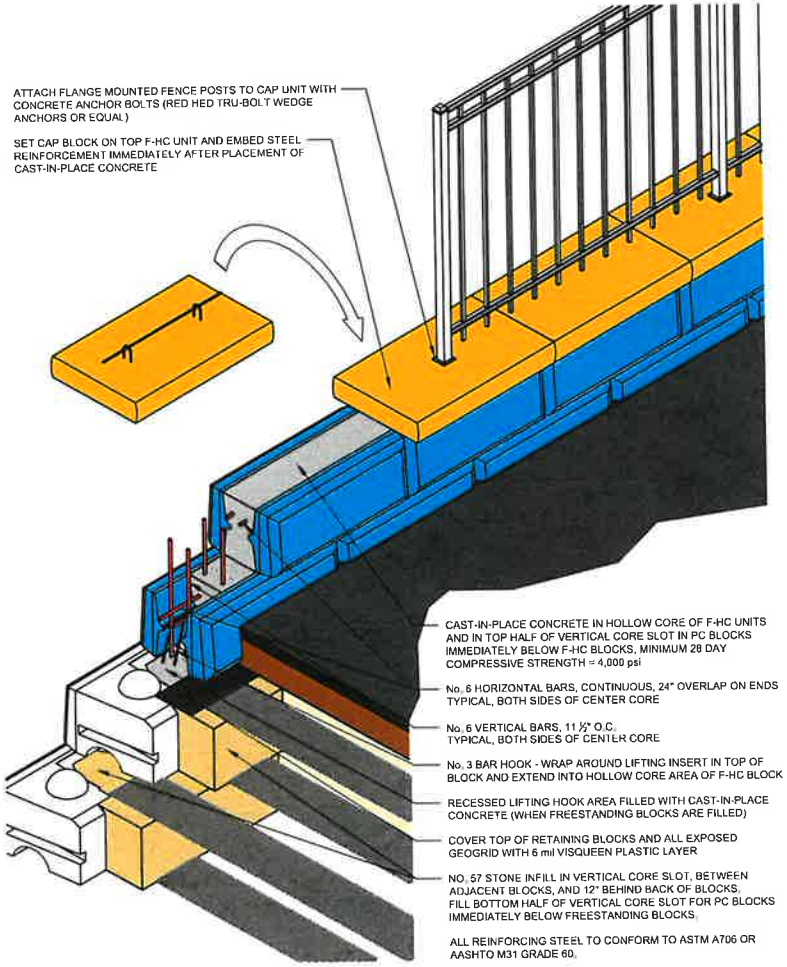
REVISED:
1. Added to CADD on 5-6-1999 by TFT

License Set Engr	D.T.W.
DRAWN BY	
DATE DRAWN	10-23-1990
REVISED DATE	5-6-1999

DESIGN BUREAU SPECIAL DRAWING

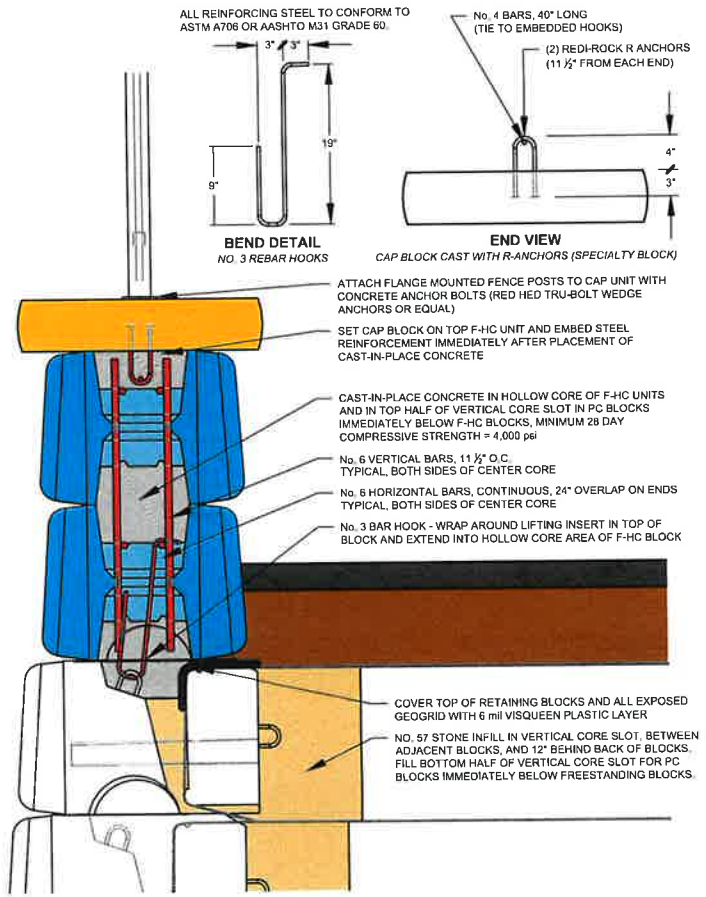
CHAIN LINK INDUSTRIAL FENCE WITH TENSION WIRE

SPECIAL DRAWING NO	INDEX NO
IF-634-TW	63404



13 FREESTANDING BLOCK COPING WITH FENCE ATTACHMENT

NOT TO SCALE



14 FREESTANDING BLOCK COPING WITH FENCE ATTACHMENT

NOT TO SCALE

GTEC
4890 University Square, Ste 2
Huntsville, Alabama 35816
256.851.1165
www.gteccorp.com

Revisions

Prepared for: Garver

Pinhook Creek Channel Improvements

Huntsville, Alabama

RETAINING WALL CONSTRUCTION DETAILS

GTEC Project No.
1340

Date: 1/9/2026
Drawn by: CMR
Reviewed by: JWC
Scale: Not to Scale

Sheet No.:
215

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK
Federal Aid Project RAISE-4523(252) and COH Project No. 71-26-SP03
January 16, 2026

Addendum #2

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 ddrive 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:

Refer to Attachment A2 for changes to the quantities.

CLARIFICATIONS:

- Detail 6 "Seawall" on Sheet No. 4B of the plans has been replaced with Details "A", "B", "C", "D", "E", "F", "G" & "H" in an effort to reduce project cost and to provide additional details for the seawall construction. The quantity of seawall face has been reduced to reflect the revised seawall details.
- The Class 1 Riprap and Special Undercut Quantities associated with the seawall have both been increased to account for the added Riprap "in front" of the seawall only as modified in Addendum No. 1.
- Option No. 2 has been added in the event the City elects to landscape the areas along the east bank between the seawall and the MSE wall. This Option includes new pay items for permanent erosion control fabric and

special seeding that is to be installed in lieu of the Class 1 Riprap that was added in Addendum No. 1. In addition, there is a new pay item for planting live plants within the same area. There is also an allowance for temporary irrigation of the special seeds and plantings and a new pay item allowance for "Bendway weirs and Hardpoints". The Bendway Weir and Hardpoint are USACE requirements for the ultimate channel improvements and will be added to the scope of this contract should this option be awarded. All work described within Option No. 2 will be performed in accordance with Special Provision 10,000 included with this addendum.

- In the event no Options are awarded, no time will be deducted.
- Delete Detail 6 Sheet 4B
- Add Special Provision 9000

RESPONSE TO CONTRACTOR QUESTIONS:

Q: How much cover is required over the top of the ductbank?
A: 36" Minimum.

Q: Are the existing underground utilities along the new Pinhook Creek Drive in conflict with the proposed MSE wall?
A: The existing utilities were located 5' from the back of curb of the new roadway which should be outside of the MSE wall and Backfill.

Q: Will the electric feed to the VBC be able to be shutdown while the ductbank is installed?
A: The VBC has confirmed that the power feed can be shut down for durations not to exceed 2 days for the ductbank crossing.

Q: Will the fencing require barbwire at the top?
A: No.

Q: Item 21 filter fabric is shown being paid as a unit price and in the Prebid it was stated that the filter fabric was to be incidental to the Seawall – which is it?
A: Item 21 has been deleted as the filter fabric for the seawall is incidental to the seawall.

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: **Attachment A2**
Special Provision 9000
Special Provision 10,000
Details "A", "B", "C", "D", "E", "F", "G" and "H"

END OF ADDENDUM #2

		ATTACHMENT "A2"				1/16/2026
	PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK					
	Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03					
	BASE BID					
ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	201A002	Clearing and Grubbing (Maximum Allowable Bid $)	1	LS		$0.00
2	206C001	Removing Concrete Pavement	13,290	SY		$0.00
3	206C002	Removing Concrete Slope Paving	2,264	SY		$0.00
4	206C015	Removing Concrete Foundation Slab	3,138	SY		$0.00
5	206C023	Removing Riprap	2,586	SY		$0.00
6	206D000	Removing Pipe	1,184	LF		$0.00
7	206D003	Removing Curb and Gutter	482	LF		$0.00
8	206D006	Removing Industrial Fence	2,532	LF		$0.00
9	206D008	Removing Retaining Wall	384	LF		$0.00
10	206D011	Removing Fence	189	LF		$0.00
11	206D012	Removing Rock Culvert	5	LF		$0.00
12	206E000	Removing Headwalls	12	EA		$0.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
13	206E001	Removing Inlets	1	EA		$0.00
14	206E002	Removing Junction Boxes	2	EA		$0.00
15	206E003	Removing Manholes	2	EA		$0.00
16	206E018	Removing Concrete Pedestal	8	EA		$0.00
17	206E022	Removing Metal Pole with Light	5	EA		$0.00
18	206G002	Removal of Rubble	1	LS		$0.00
19	210A000	Unclassified Excavation (Excess Removed from Site)	95,356	CY		$0.00
20	210A001	Unclassified Excavation (Special Undercutting) As Directed by the Engineer	20,773	CY		$0.00
~~21~~	~~243C000~~	~~Filter Fabric~~	~~12,598~~	~~SY~~	~~$0.00~~	~~$0.00~~
22	305B071	Coarse Aggregate, Section 801, For Miscellaneous Use (Surge Rock)	9,500	TON		$0.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
23	305B077	Crushed Aggregate, Section 801, For Miscellaneous Use	500	TON		$0.00
24	529A020	Retaining Wall L1	15,642	SF		$0.00
25	529A021	Retaining Wall L2	27,813	SF		$0.00
26	529A022	Retaining Wall L3	25,085	SF		$0.00
27	529A023	Retaining Wall R1	1,463	SF		$0.00
28	529A024	Retaining Wall R2	4,220	SF		$0.00
29	529A025	Retaining Wall R4	4,609	SF		$0.00
30	529A026	Retaining Wall R5	3,675	SF		$0.00
31	529A027	Retaining Wall R6	6,720	SF		$0.00
32	529A028	Retaining Wall R7	115	SF		$0.00
33	533A096	12" Storm Sewer Pipe (Class 3 R.C.)	59	LF		$0.00
34	533A097	15" Storm Sewer Pipe (Class 3 R.C.)	89	LF		$0.00
35	533A098	18" Storm Sewer Pipe (Class 3 R.C.)	226	LF		$0.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
36	533A099	24" Storm Sewer Pipe (Class 3 R.C.)	420	LF		$0.00
37	533A100	30" Storm Sewer Pipe (Class 3 R.C.)	46	LF		$0.00
38	533A101	36" Storm Sewer Pipe (Class 3 R.C.)	127	LF		$0.00
39	533A103	48" Storm Sewer Pipe (Class 3 R.C.)	12	LF		$0.00
40	533A104	54" Storm Sewer Pipe (Class 3 R.C.)	13	LF		$0.00
41	533B099	29" Span, 18" Rise Storm Sewer Pipe (Class 3 R.C.)	60	LF		$0.00
42	533B100	36" Span, 23" Rise Storm Sewer Pipe (Class 3 R.C.)	571	LF		$0.00
43	533B101	44" Span, 27" Rise Storm Sewer Pipe (Class 3 R.C.)	228	LF		$0.00
44	600A000	Mobilization	1	LS		$0.00
45	610C000	Loose Riprap, Class 1	17,773	TON		$0.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
46	610C002	Loose Riprap, Class 2	11,445	TON		$0.00
47	610D003	Filter Blanket, Geotextile	6,029	SY		$0.00
48	614A000	Slope Paving	700	CY		$0.00
49	619A002	18" Roadway Pipe End Treatment, Class 1	2	EA		$0.00
50	619A003	24" Roadway Pipe End Treatment, Class 1	4	EA		$0.00
51	619A004	30" Roadway Pipe End Treatment, Class 1	2	EA		$0.00
52	619A005	36" Roadway Pipe End Treatment, Class 1	3	EA		$0.00
53	619A007	48" Roadway Pipe End Treatment, Class 1	1	EA		$0.00
54	619A008	54" Roadway Pipe End Treatment, Class 1	1	EA		$0.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
55	619B018	36" Span, 23" Rise Roadway Pipe End Treatment, Class 1	4	EA		$0.00
56	619B019	44" Span, 27" Rise Roadway Pipe End Treatment, Class 1	1	EA		$0.00
57	619B267	29" Span, 18" Rise Roadway Pipe End Treatment, Class 1 (Double Line)	1	EA		$0.00
58	621A013	Junction Boxes, Type Special	10	EA		$0.00
59	621C030	Inlets, Type "Special"	17	EA		$0.00
60	623C003	Combination Curb & Gutter, Type C (Modified)	916	LF		$0.00
61	645A512	10 Inch Ductile Iron Sanitary Sewer Gravity Pipe Laid	537	LF		$0.00
62	645H510	48 Inch Manhole	3	EA		$0.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
63	645M500	Connection to Existing Manhole	2	EA		$0.00
64	650A000	Topsoil	5,000	CY		$0.00
65	650B000	Topsoil from Stockpiles	7,500	CY		$0.00
66	652A100	Seeding	13	ACRE		$0.00
67	659C002	Erosion Control Product, Type S2	62,462	SY		$0.00
68	665A000	Temporary Seeding	13	ACRE		$0.00
69	665B001	Temporary Mulching	13	TON		$0.00
70	665J002	Silt Fence	9,081	LF		$0.00
71	665N000	Temporary Coarse Aggregate, ALDOT Number 1	240	TON		$0.00
72	665O001	Silt Fence Removal	9,081	LF		$0.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
73	665P005	Inlet Protection, Stage 3 or 4	35	EA		$0.00
74	665Q002	Wattle	288	LF		$0.00
75	674A000	Construction Safety Fence	6,222	LF		$0.00
76	680A001	Geometric Controls	1	LS		$0.00
77	999-000	Trainee Hours at 80 Cents Per Hour	5,600	HOUR		$0.00
78	206A-050	Removal of Old Bridge, Partial, Old Heart of Huntsville to VBC (approx Station 24+00)	1	LS		$0.00
79	206A-051	Removal of Old Bridge, Partial, Old St. Clair (approx. Station 32+50)	1	LS		$0.00
80	622A000	Manhole Covers Reset	5	EA		$0.00
81	622A001	Manhole Covers Reset (Storm)	5	EA		$0.00
82	622A002	Manhole Covers Reset (Sanitary)	8	EA		$0.00

	PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK					
	Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03					
	BASE BID					
ITEM	**ALDOT ITEM NO**	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID UNIT PRICE**	**BID AMOUNT**
		NON-PARTICIPATING ITEMS				
83	COH 001	6 ft Permanent Chain-link Fence	6,222	LF		$0.00
84	COH 002	Conduit Bank, Install Owner Furnished Conduit, (6) 3" HDPE & (2) 2" HDPE in Common Trench, Complete in Place to Include Contractor provided Excavation, Crushed Stone Backfill, Surface Restoration to Match Existing or Direction Bore as Contractors Option	1,200	LF		$0.00
85	COH 003	Conduit Riser-Up with Owner Furnished Handhole 36"x60"x48" Spaced Every 500' or as Directed by the Engineer, Complete in Place	6	EA		$0.00
86	COH 004	Brown Sandstone Boulder Gravity Wall System, to Include excavation, boulders, stone backfill, geotextile, wall penetrations and all incidentals for a Complete in Place wall system	30,061	SF		$0.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
87	COH 005	Communication Allowance, as Directed by the Engineer	1	LS	$390,000.00	$390,000.00
88	COH 006	Huntsville Utility Project Allowance, As Directed by the Engineer	1	LS	$900,000.00	$900,000.00
89	COH 007	Utility Encasement Concrete, As Directed by the Engineer	125	CY		$0.00
90	COH 008	Non Structural FlowFill for Utilities, As Directed by the Engineer	75	CY		$0.00
91	COH 009	Pedestrian Bridge Foundation Allowance	1	LS	$100,000.00	$100,000.00
92	COH 010	5 ft Temporary Chain-link Fence	5,000	LF		$0.00
93	COH 011	Landscape Allowance for Medical Mall Restoration	1	LS	$75,000.00	$75,000.00
94	COH 012	LOT K Parking Lot Restoration Allowance	1	LS	$200,000.00	$200,000.00

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
		TOTAL BASE BID				**$1,665,000.00**
		Option No. 1				
		Delete				
45	610C000	Loose Riprap, Class 1	17,773	TON	$0.00	$0.00
46	610C002	Loose Riprap, Class 2	11,445	TON	$0.00	$0.00
		Add				
1-1	610C000	Loose Riprap, Class 1 Size , Decorative Brown Sandstone to Match Sewall Color	17,773	TON		$0.00
1-2	610C000	Loose Riprap, Class 2 Size, Decorative Brown Sandstone to Match Sewall Color	11,445	TON		$0.00
		Total Option No. 1				**$0.00**

	PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK					
	Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03					
	BASE BID					
ITEM	**ALDOT ITEM NO**	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID UNIT PRICE**	**BID AMOUNT**
		Option No. 2				
		Add				
2-1	**COH013**	**PROFILE FUTERRA 7020 (or equal) TRM, WITH FLEXTERRA HP-FGM (or equal) HYDRAULIC INFILL. TO INCLUDE CORKSCREW PINS, STAPLES, ANCHOR TRENCHES, CHECK SLOTS, GROUND PREPARARTION, SEED, NATIVE SEED, AND ALL INCIDENTALS PER PLANS AND SPECIAL CONDITION 10,000, FOR A COMPLETE IN PLACE TRM SYSTEM.**	**8,378**	**SY**		**$0.00**
2-2	**COH 014**	**LIVE, NATIVE PLANTS TO INCLUDE INSTALLATION PROCEEDURE PER SPECIAL PROVISION 10,000 FOR A COMPLETE IN PLACE PLANTING.**	**7,000**	**EA**		**$0.00**
2-3	**COH 015**	**Temporary Irrigation Allowance**	**1**	**LS**	**$50,000.00**	**$50,000.00**

PEDESTRIAN ACCESS AND REDEVELOPMENT CORRIDOR ALONG PINHOOK CREEK

Federal Aid Project No. RAISE-4523(252) & COH Project No. 71-26-SP03

BASE BID

ITEM	ALDOT ITEM NO	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
2-4	COH 016	Bendway Weir and Hardpoint Spur Allowance	1	LS	$200,000.00	$200,000.00
		Total Option No. 2				**$250,000.00**
		ALL ITEMS SHALL BE CONSIDERED IN PLACE. UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND REMOVAL REQUIRED.				
		COMPANY_____ SIGNATURE_____ DATE_____				

SPECIAL PROVISION 9000

NATURAL STONE PRODUCTS

PART 1 - GENERAL

1.01 Related Drawings

Drawings and general provisions of the contract, including General and/or Supplementary Conditions and Division 1 Specification Sections, apply to the work of all technical sections.

1.02 SUMMARY

A. Work under this Section consists of furnishing and placement of sandstone boulders, shim stone, and decorative brown mix rip-rap including all excavation, finish grading, labor, materials, and equipment required or inferred from Drawings, Details and Specifications to complete the work of this Section.

1.03 REVIEWS

A. Notify the Owner Representative minimum of 48 hours before boulder installation.

1.04 QUALITY ASSURANCE

A. Work shall be performed by personnel experienced in boulder placement and general stone work by previous similar work.

B. Provide boulders and stone from recognized stone industry quarry that is experienced in supplying, breaking, shipping and unloading boulders and stone of the sizes, and weights for this Project.

C. The Contractor shall locate all boulders and stone for the job from one quarry and inform Owner Representative in writing within 14 days of award of Contract to General Contractor, of the boulder and stone supplier; include address, contact name, phone number and email address. Owner Representative will perform an initial visit to the quarry to review and select representative boulders to be used as acceptable standards for the project. In the event boulders and stone are found to be unacceptable, the contractor will pursue other quarry locations/sources until acceptable boulders and stone are found, at no additional cost to the Owner. Approval at the quarry supplier source of representative sample boulders does not impair the right of inspection and rejection at project site of boulders and stone that are inconsistent with previously selected boulders and stone.

D. Acceptable sample boulders have been found at:

Alabama Wholesale Stone Company
1480 County Highway 36
Oneonta, AL 35121
205-466-3600
Contact: Zachary Day, Blaise Brown

1.05 SUBMITTALS

A. Boulders and Stone Supplier: See Sub-Section 1.04

B. Photographs: Furnish digital color photos of each type of boulder and stone product. Photographs shall be taken from different viewpoints for review and approval by Owner and Owner Representative prior to initial onsite quarry visit.

C. Mockup: Build mockups of two course and three course seawalls to demonstrate aesthetic effects, functional requirements as shown by plan details, and execution of installation. Minimum of four (4) total mockups will be required. Mockups are to be built on site or in adjacent location to be designated by Owner. Mockups will be built by Contractor and accepted by Owner and Owner Representative prior to any in place boulder work on the project. Repeat mockups until acceptable standard mockups are established. Mockups are to remain in place until directed by Owner to be removed. Restoration of mockup area by Contractor is required. Mockups shall be the standard from which the work will be judged.

1. Build multi-tier boulder mockups in sizes approximately 4 boulders wide by full height by full depth, including backfill, shim stone, decorative brown mix stone rip-rap and bedding.

2. Two mockups shall show each seawall condition for both 2 course and 3 course seawalls as shown on TYPICAL SEAWALL DETAILS "A" AND "B". These mockups shall include using decorative rip-rap.

3. Two mockups shall show each seawall condition for both 2 course and 3 course seawalls as shown on TYPICAL SEAWALL DETAILS "F" AND "D". These mockups shall include using Redi-Rock and decorative rip-rap.

1.06 PROJECT CONDITIONS

A. Project site is in and adjacent to Pinhook Creek. Contractor shall actively use erosion protection to prevent silt/sediment contamination of creek during construction.

PART 2 - PRODUCTS

2.01 BOULDERS

A. Boulders shall be quarried from naturally occurring rock formations.

B. The individual dimensions of boulders shall "roughly" conform to the following sizes:

TYPE	WIDTH RANGE	LENGTH RANGE	THICKNESS RANGE	AVERAGE THICKNESS
LARGE	36"-48"	36"-96"	20"-26"	24"
MEDIUM	24"-42"	42"-72"	16"-20"	18"

C. Boulders shall be of such shape as to form a stable formation when stacked in the required locations. Flat top and bottom surfaces are preferred for stability and seating surfaces.

D. All boulders shall be supplied from one approved quarry to achieve consistent matching color, dimensions, and character.

2.02 SHIM STONE

A. Shim Stone shall be from naturally occurring locations.

B. Individual dimensions of shim stone shall vary to suit the varied dimensions between boulders. Shim stone shall be rounded flat stone, color brown to reasonably match boulders.

C. Shim stone shall also be used to fill large gaps between boulders to achieve a stable, effectively closed gap with wedged in place shim stone.

2.03 DECORATIVE, BROWN MIX, RIP-RAP STONE

A. Stone used for decorative rip-rap shall be from naturally occurring locations; a mix of blue/brown stone is allowed with varied shades of brown in the mix to dominate color blend of mix.

B. Decorative rip-rap shall closely follow ALDOT Class 1 rip-rap stone dimension and size range. All rip-rap shall have fractured angled faces so as to lock and key in place with adjacent stone. Limited small size rip-rap will be necessary for tight gap between seawall and retaining wall as shown in TYPICAL SEAWLL DETAILS "F" and "H".

PART 3 - EXECUTION

3.01 DELIVERY AND STORAGE

Boulders and stone products delivered to site shall be coordinated with City of Huntsville engineering inspector for acceptance review and storage location.

3.02 EXCAVATION

Excavation for boulder placement shall be keyed into existing creek bank as shown in details. Install geotextile fabric and #5 stone bedding course as boulder placement progresses.

1. Boulders shall be placed with best side up and best face out. Place so as to conform to bed into #5 stone bedding course at first boulder course. Subsequent boulder courses shall be rock shimmed as required to create a stable bearing without rocking or shifting once placed. Remove boulder and reset as needed or directed for best face, bearing, stone character and performance.

2. Boulders shall be placed so as to provide a minimum of exposed fractured faces and edges. Highly fractured exposed boulders are subject to rejection by Owner and Owner Representative.

3. Vertical joints in each course of boulders shall break joints with those in preceding courses at least 12". Stone shall be laid to have close joints and reasonably true lines, so as to reasonably conform to top of bank as shown in plan detail. Should shape of boulder stone prevent close joints at last (top) course of boulders, Contractor shall neatly fill voids with similar stone as boulders in an approved manner, wedged neatly in place.

A. Boulders adjoining LT1, LT2 and LT3 Retaining Walls per Details "D", "F" and "H"

1. Set first course of large boulders so as to maintain minimum 6" clear separation from wall. Some limited breaking of stone will be required. Contractor shall coordinate with quarry prior to boulder delivery for any required breaking of boulders.

2. Second and third course of medium stone shall be set with minimum 8" clear of retaining wall. Some limited breaking of stone will be required.

3. Backfill between walls with #5 atone as shown in details to bottom of top course of seawall. Use decorative rip-rap between top course of seawall and retaining wall to extent listed by seawall stationing shown in detail title.

B. Grading around boulders

1. Backfill boulders with #5 stone per details to bottom of last boulder course, install soil separator and backfill to finish grade with compacted topsoil.

2. Finish grade surrounding boulders shall be fine graded to neat line so that dips, ponding and erosion will not occur. Stabilize exposed ground at backside of boulders with grassing and erosion control blankets.

END OF SECTION

Special Provision 10,000
Permanent Turf Reinforcement Mat
With Hydoseeding of Native Plant Seed and Installation of Native Live Plants

GENERAL

1.01 SUMMARY

This section specifies the permanent Geosynthetic Turf Reinforcement Mat Futerra™ 7020 (TRM) (or approved equal) with Flexterra® High Performance - Flexible Growth Medium™ (HP-FGM) (or approved equal) infill, to prevent long-term soil and vegetation loss resulting from excessive water flow (velocity and shear stress) in which unreinforced vegetation could not resist. Both the TRM and HP-FGM are made in the United States of America. The HP-FGM provides immediate and temporary protection against movement and/or loss of soil until vegetation can be established. The HP-FGM infill also provides an ideal environment for rapid seed germination and accelerated plant and root establishment within the matrix of the TRM. Included in this section is native plant hydroseeding and live native plant installation, both to be installed with TRM. Contractor shall be aware of and plan construction activities (including material storage) accordingly, as this site is an active drainage channel and flood bench. Out of bank conditions onto flood bench from rain events can occur.

1.02 SUBMITTALS

A. Product Data: Submit manufacturer's product data of the pins, TRM and HP-FGM to include installation instructions.

B. Certifications: Manufacturer shall submit a letter of certification that the TRM and HP-FGM products meet or exceed all technical and packaging requirements, and is made in the U.S.A.

C. Native Seed and Native Plant: Submit grower/seed supplier information of seed mixes, and plantings to be supplied. Include information of nursery location and contact at nursery and seed supplier.

1.03 DELIVERY, STORAGE AND HANDLING

Deliver TRM, HP-FGM and pin materials and products in UV and weather-resistant factory labeled packages. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect all products, including seed and plants, from damage, out of bank flood conditions, weather, excessive temperatures and construction operations. It is recommended that all plants be stored off site in a protected location where they can be maintained with continual care and moisture. Watering and maintaining plants is a subsidiary obligation to each plant item.

PRODUCTS

2.01 ACCEPTABLE MANUFACTURER / SUPPLIER

A. TRM and Hydromulch
PROFILE Products LLC
750 Lake Cook Road – Suite 440
Buffalo Grove, IL 60089
United States 800-366-1180
www.profileproducts.com
Suppliers of TRM and Hydromulch:

Hanes Geo
Bessemer, AL
Brandon Mariaz
205-572-8143

Gulf Coast Organics
Foley, AL
Ray Butgereit
251-222-7294

GroGreen
Atlanta, GA
Brad McCoy
478-972-8280

B. Pins

Western Green
4609 E. Boonville-New Harmony Road
Evansville, IN 47725
800-772-2040

C. Native Plant Seed and Plants

Mellow Marsh Farm
1312 Woody Store Road
Siler City, NC 27344
919-742-1200
plantinfo@mellowmarginfarm.com
Contact: Hannah

2.02 MATERIALS

A. Turf Reinforcement Mat shall be Futerra 7020 (or approved equal), manufactured for the purpose of permanent channel lining and turf reinforcement. The TRM shall be made from 100% synthetic material and contain no biodegradable components or materials. TRM material shall be supplied in 8 ft wide rolls.

1. The TRM shall be a homogeneous, three-dimensional matrix consisting of continuous monofilament yarns which are thermally fused at the crossover points to provide a structure that will maintain its dimensional stability without laminated or stitched layers. No nettings or stitching shall be permitted. The TRM shall have a minimum 95% open space available for soil, HP-FGM and root interaction. The TRM shall not lose its structural integrity and shall not unravel or separate when TRM is cut in the field.

2. The TRM shall exhibit no buoyancy factor (i.e., the specific gravity of the fibers used should be greater than 1.0) so as to allow the TRM to maintain intimate contact with the soil (particularly between fasteners) under flow or submersed conditions.

3. The TRM, when infilled with HP-FGM, shall meet the following property values:

	Test Method	Units	Tested Value	
Mechanical Properties			**Typical**	**MARV**
Mass Per Unit Area	ASTM D 6566	oz/yd^2 (g/m^2)	12.0 (407)	11.0 (373)
Thickness (Min)	ASTM D 6525	inches (mm)	0.75 (19)	0.6 (15.2)
Tensile Strength (MD)	ASTM D 6818	lb/ft (kN/m)	240 (3.5)	175 (2.6)
Resiliency (Min)	ASTM D6524	%	85	80
Light Penetration (Min)	ASTM D6567	%	1.0	
Ground Cover (Max)	ASTM D6567	%	99	
UV Stability (2000 hrs)	ASTM D4355	%	80	
Endurance				
Functional Longevity[1]	Observed	Months	> 36	
Performance				
C-Factor[2] / % Effectiveness[2]	Large Scale[3]	n/a / %	< 0.01 / > 99	
Manning's n Range	ASTM D6460[4]	n/a	0.025 – 0.045	
Permissible Veg. Velocity	ASTM D6460[4]	ft/s (m/s)	20.0 (6.1)	
Permissible Veg. Shear	ASTM D6460[4]	lb/ft^2 (N/m^2)	17.0 (810)	
Permissible Unveg. Velocity	ASTM D6460[4]	ft/s (m/s)	16.0 (4.9)	
Permissible Unveg. Shear	ASTM D6460[4]	lb/ft^2 (N/m^2)	5.8 (280)	
Vegetation Establishment	ASTM D7322	%	800	
Physical	**Units**		**Typical Value**	
Dimensions [width x length]	ft (m)		8.0 x 112.5 (2.4 x 34.3)	
Roll Area	yd^2 (m^2)		100 (83.6)	
Estimated Roll Diameter	ft (m)		2.0 (0.6)	
Estimated Roll Weight	lb (kg)		75 (34)	
Color	n/a		Black	

B. All components of the HP-FGM shall be pre-packaged by the Manufacturer to assure both material performance and compliance with the following values. No chemical additives with the exception of fertilizer, soil pH modifiers, extended-term dyes and biostimulant materials should be added to this product.

1. Thermally Processed* (within a pressurized vessel) Wood Fiber – 80%
   *Heated to a temperature greater than 380 degrees Fahrenheit (193 degrees Celsius) for 5 minutes at a pressure greater than 50 psi (345 kPa)
2. Wetting agents (including high-viscosity colloidal polysaccharides, cross-linked biopolymers, and water absorbents) – 10%
3. Crimped Biodegradable Interlocking Fibers – 5%
4. Micro-Pore Granules – 5%

C. Native Plant Seed shall be packaged and supplied by Mellow Marsh Farm (MMF) (or prior Approved equal). MMF Standard Native Mixes for this project are "Wetland Mix" and "Stabilization Mix". 25 lb of Wetland Mix and 25 lb Stabilization Mix are required for this project area. All seed shall be delivered to the project in standard supplier seed-tight shipping bags prominently identified. Each bag shall bear a tag or label certifying to contents. Samples may be drawn at time of seeding and stored by the Owner's inspector until a satisfactory stand of native plants is obtained. If it is

apparent that germination or other problems exist in the establishment of the seeding area, these samples may be submitted to the State Department of Agriculture for testing.

The native seed seeding rate is 25 lb/acre. The final seed mix for this project will be a mix of 50% (by weight) of Wetland Mix and 50% (by weight) of Stabilization Mix, with a nurse grass as shown in table below. The Contractor shall notify the COH project inspector at least 24 hours in advance of the time he intends to start mixing seed and begin hydroseeding and shall not proceed with such work until so approved by the Engineer. At day of hydroseeding, in the presence of the COH project inspector, 12.5 lb of each seed mix shall be thoroughly dry mixed together in a sufficiently sized container until approval, then incorporated into hydroseed mix and thoroughly mixed prior to any hydroseeding application. See Execution Section for further requirements.

Nurse Grass Table

Botanical Name	Common Name	Seeding Season	Quantity
Festuca brevipila	Hard fescue	Fall/Winter	4lb/acre
Lolium perenne	Perennial rye	Spring/Summer	6lb/acre

D. Native Live Plants shall be supplied by Mellow Marsh Farm (MMF) (or prior approved equal). MMF live plants to be supplied for this project are as shown on the following table:

Botanical Name	Common Name	Quantity	Size
Chasmanthium latifolium	River Oats	2,000	Large plug
Elymus virginicus	Virginia wild rye	1,000	Large plug
Panicum virgatum	Switchgrass	1,000	Large plug
Carex lurida	Shallow sedge	1,000	Large plug
Carex vulpinoides	Fox sedge	1,000	Large plug
Coleataenia rigidula	Redtop panicgrass	1,000	Large plug

EXECUTION

3.01 SOIL TESTING

A. Topsoil Samples from designated site stockpiles shall be taken by Contractor and sent to an independent soil testing lab for analysis.

B. The tests shall include analysis and interpretation of results.

C. The soil testing methods used shall be compliant with recognized agronomic testing standards for revegetation of disturbed sites.

D. Soil Analysis shall include results for:

1. Soil pH
2. Soluble Salts
3. Excess Carbonate
4. Organic Matter
5. Nutrient readings for:
   i. Nitrogen, Phosphorus, Potassium
   ii. Magnesium, Calcium, Sodium, Manganese, Sulfur, Zinc, Copper, Iron, Boron
6. Cation Exchange Capacity

7. Percent Base Saturation Sodium
8. Recommended soil amendments for growing native plants and turf.

E. Soil amendments as recommended by soil test results shall be applied with the hydroseeding slurry applied at recommended rates based on soil test results. Testing and soil amendments are subsidiary requirement to TRM.

3.02 PREPARATION

A. Prepare ground to receive TRM to ALDOT Specification 652. Note: No fertilizer is to be applied during ground preparation as it tends to favor weed growth.

B. The surface to receive the TRM shall be prepared to relatively smooth conditions free of obstructions, rocks, dirt clods, roots, stumps, depressions, debris and soft or low density pockets of substrate. Erosion features such as rills, gullies, etc. must be graded out of the surface before TRM deployment.

C. Contractor shall spray all vegetation on ground surface with a non-selective herbicide prior to TRM installation, wait one week and remove all dead vegetation, repeat as necessary until approval by COH inspector to proceed with TRM installation.

D. Light compaction of surface grade will be required before deploying TRM product to make sure the TRM makes immediate contact with the soil.

E. Cut trenches for initial anchor trenches, termination trench and longitudinal anchor trenches 12 in wide and 12 in in depth as shown on the drawings.

3.04 INSTALLATION

A. Care shall be taken during installation to avoid damage occurring to the TRM as a result of the installation process. Should the TRM be damaged during installation, a TRM patch shall be placed with pins over the damaged area extending 1.0 ft beyond the perimeter of the damage.

B. Install Falcon HC-12 screw anchors (or equal) in bottom of 12 in deep x 12 in wide anchor trench at 3 ft o.c. fastening TRM to bottom of trench as shown on plan details. Continuous anchor trenches are required at face of L1, L2 and L3 retaining walls and at back of LT1, LT2, LT3, RT1, RT2, and RT3 seawalls as shown on plan details. Install 9 in deep x 9 in wide check slots into finish grade perpendicular to seawalls at 25 ft o.c from back of seawalls to face of retaining walls, left side of channel. Check slots are also required on right side of channel from back of seawalls to edge of TRM. TRM is laid into check slots during TRM installation and fastened with 8 in, 8 gauge U-shaped staples at 18 in o.c. in bottom of trench. Check slots are backfilled and compacted.

C. When overlapping successive TRM rolls, the rolls shall be overlapped upstream over downstream with minimum 6 in overlap of side seams, and 18 in overlap at ends of rolls.

D. For channel flood bench left and right sides, begin at the downstream end. Inspect trenches for position accuracy and depth and re-dig to required dimensions. If trenches have not yet been constructed, dig initial anchor trenches, check slot trenches and longitudinal anchor trenches per manufacturer's recommendations if not shown on the plans. Note: this project requires a continuous anchor trench on backside of seawalls on left and right sides of channel, and along face of retaining walls on left side of channel. Seawalls are constructed of irregular natural stone of varying dimensions, contractor shall be aware of and plan to make constant adjustment of TRM during installation for proper TRM alignment and contact with ground surface with this condition.

E. As this project is on a channel flood bench, TRM is to be installed parallel to channel flow (lengthwise) in anchor trench. Contractor may opt to cut TRM in shorter lengths for anchor trench installed behind irregular seawalls. All overlaps of TRM are required to be pinned.

F. Deploy TRM upstream overlaying a minimum of 18 in at the ends of rolls with the next roll(s) being deployed, or position in bottom of check slot, anchor and backfill and compact check slots. Continue the processes until reaching the upstream ending point of the TRM and install anchor trench to receive TRM.

G. Hydraulically fill the TRM with 0.7 in of HP-FGM that has seed and soil amendments added to mix and install per manufacturer's recommendations. Optimum application rate is 3,500 lb/ac or to the depth of where the tips of TRM are still exposed.

H. Strictly comply with HP-FGM manufacturer's installation instructions and recommendations. For optimum HP-FGM pumping and application performance, use approved mechanically agitated, hydraulic seeding/mulching machines, hose of sufficient length to reach the TRM, and recommended nozzles.

I. For optimum hydraulic performance and vegetative establishment, be careful not to overfill the TRM. The tips of the TRM shall be slightly exposed.

J. Apply supplemental water over the area as necessary or directed after installation until acceptance by Landscape Architect and Owner. (This is a subsidiary obligation to TRM).

K. Landscape Architect will supply Contractor a supplemental location plan to be used for live plant plug installation. Contractor shall plant each live plant plug through a made cut "X" through TRM at each plug location. A hand drill with appropriate size auger bit (or other approved method) shall be used to drill hole no deeper than plug. Install plug in hole (plumb) and gently backfill Fold TRM neatly down around plug (trimming may be required) and pin TRM in place as needed or directed, water plug in to properly saturate plug and soil area around plug.

3.04 CLEANING AND PROTECTION

A. Clean spills promptly. Do not allow TRM areas to be trafficked or damaged by surrounding construction.

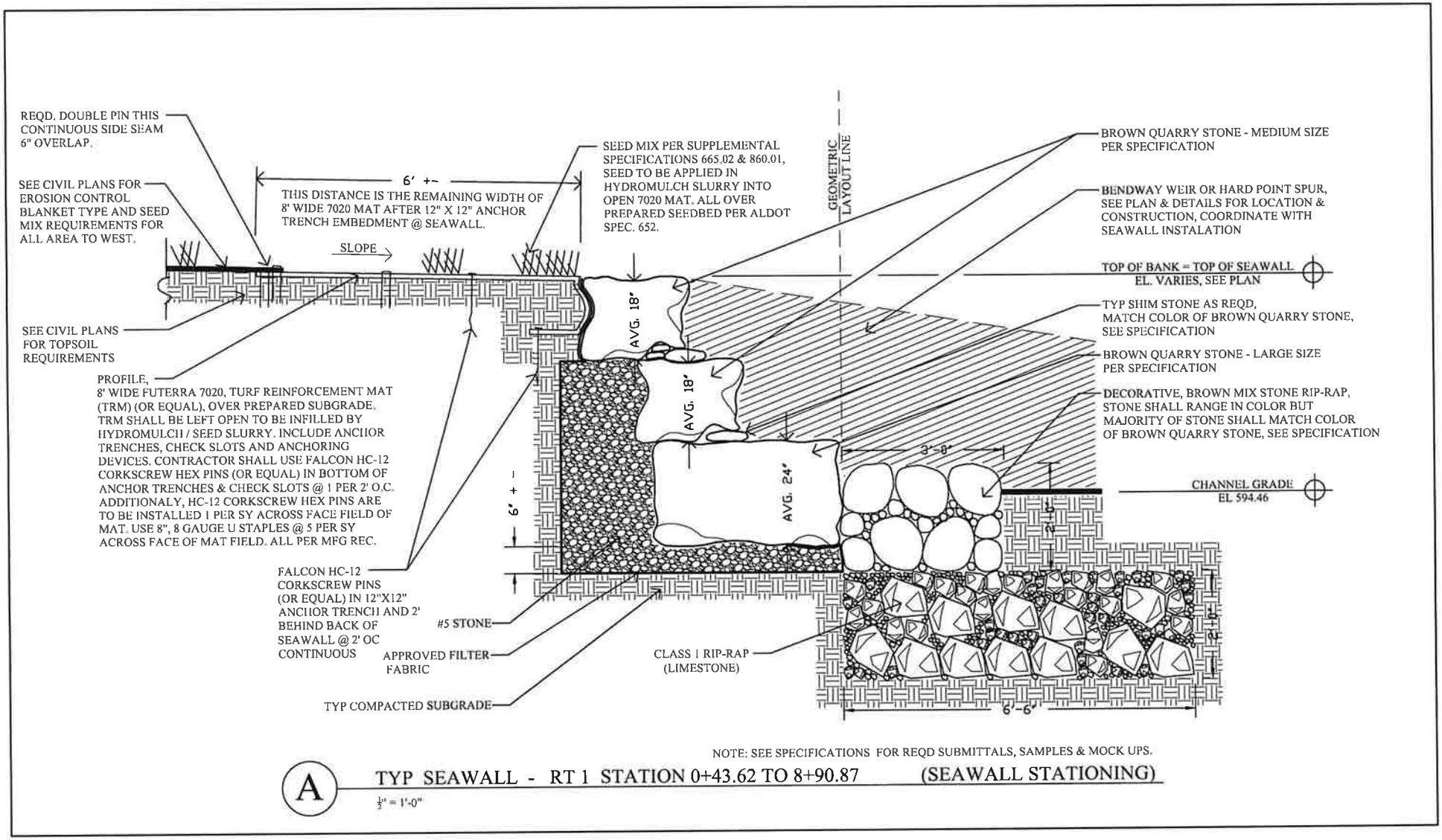
B. Overspray of hydromulch onto seawalls or retaining walls will not be acceptable; protect these surfaces during installation. Immediately remove any overspray so as not stain or discolor surfaces.

3.05 INSPECTION AND MAINTENANCE

A. Observations by Owner and Owner's Representative shall be performed to observe that installation is in compliance with the project plans and specifications.

B. Contractor shall constantly observe TRM installation and vegetation for necessary watering and corrective maintenance activities. It is mandatory that Contractor direct his attention to TRM and plant installation after each significant precipitation or other potentially damaging weather or site event and correct any damage.

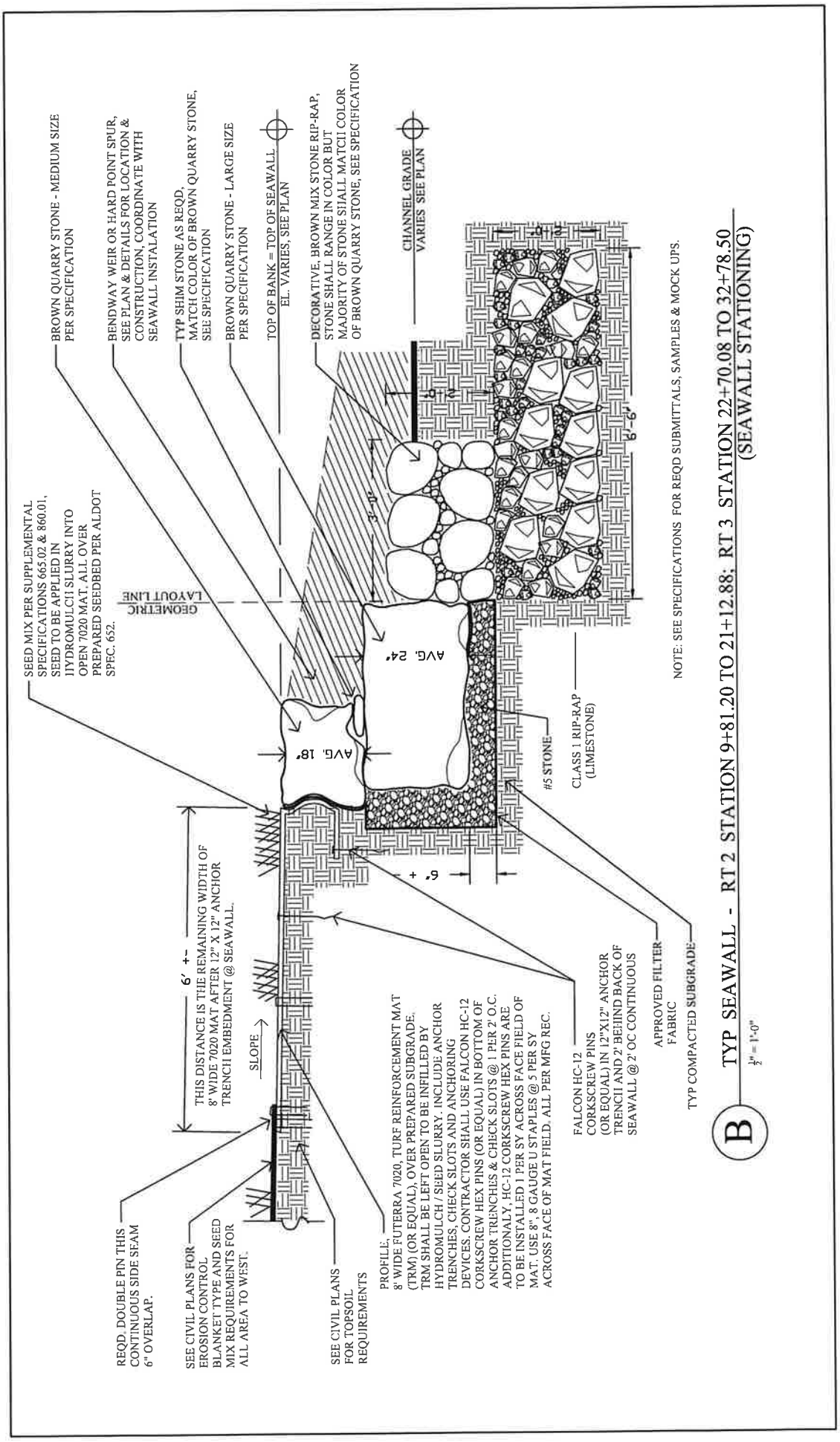
END OF SECTION

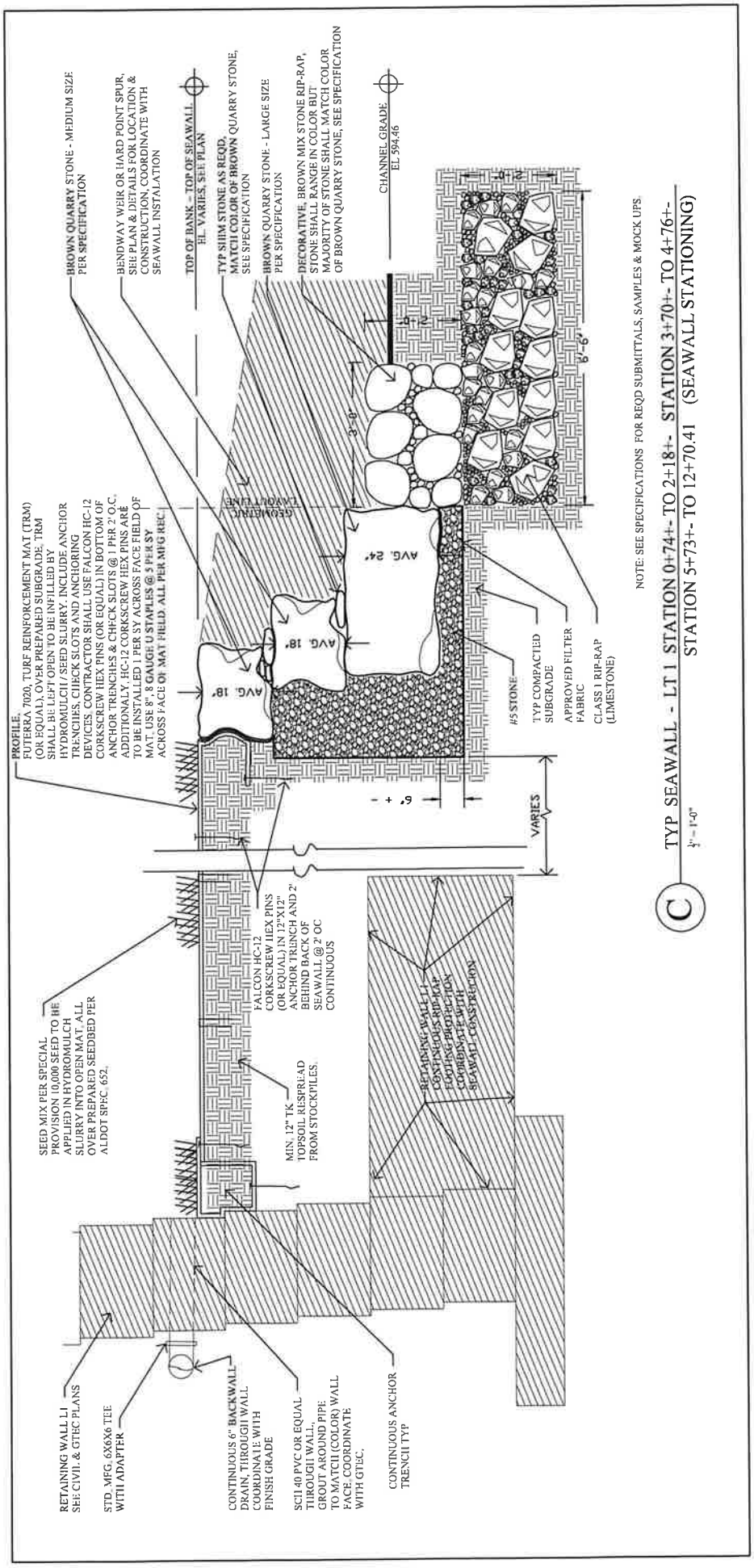


NOTE: SEE SPECIFICATIONS FOR REQD SUBMITTALS, SAMPLES & MOCK UPS.

A TYP SEAWALL - RT 1 STATION 0+43.62 TO 8+90.87 (SEAWALL STATIONING)

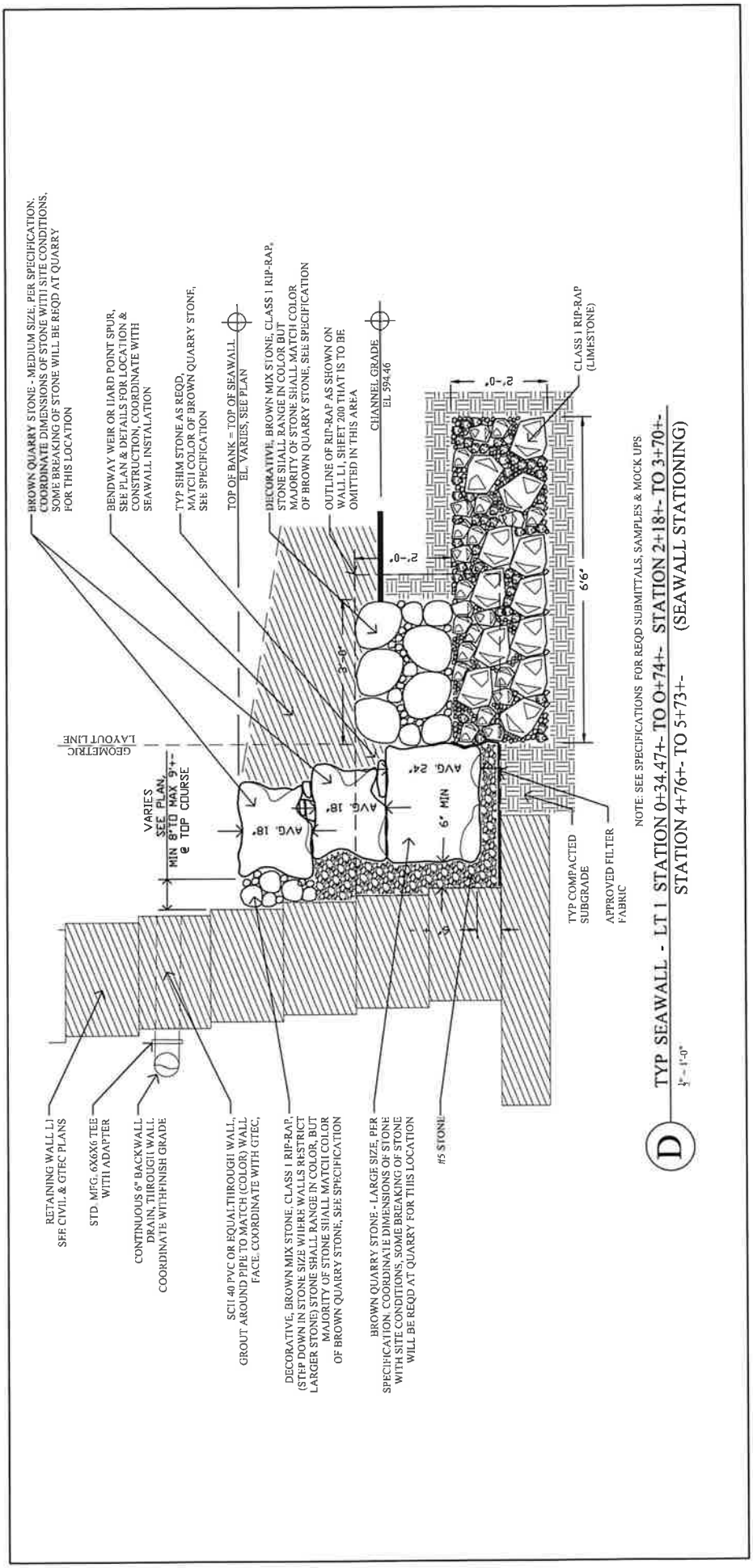
1/2" = 1'-0"

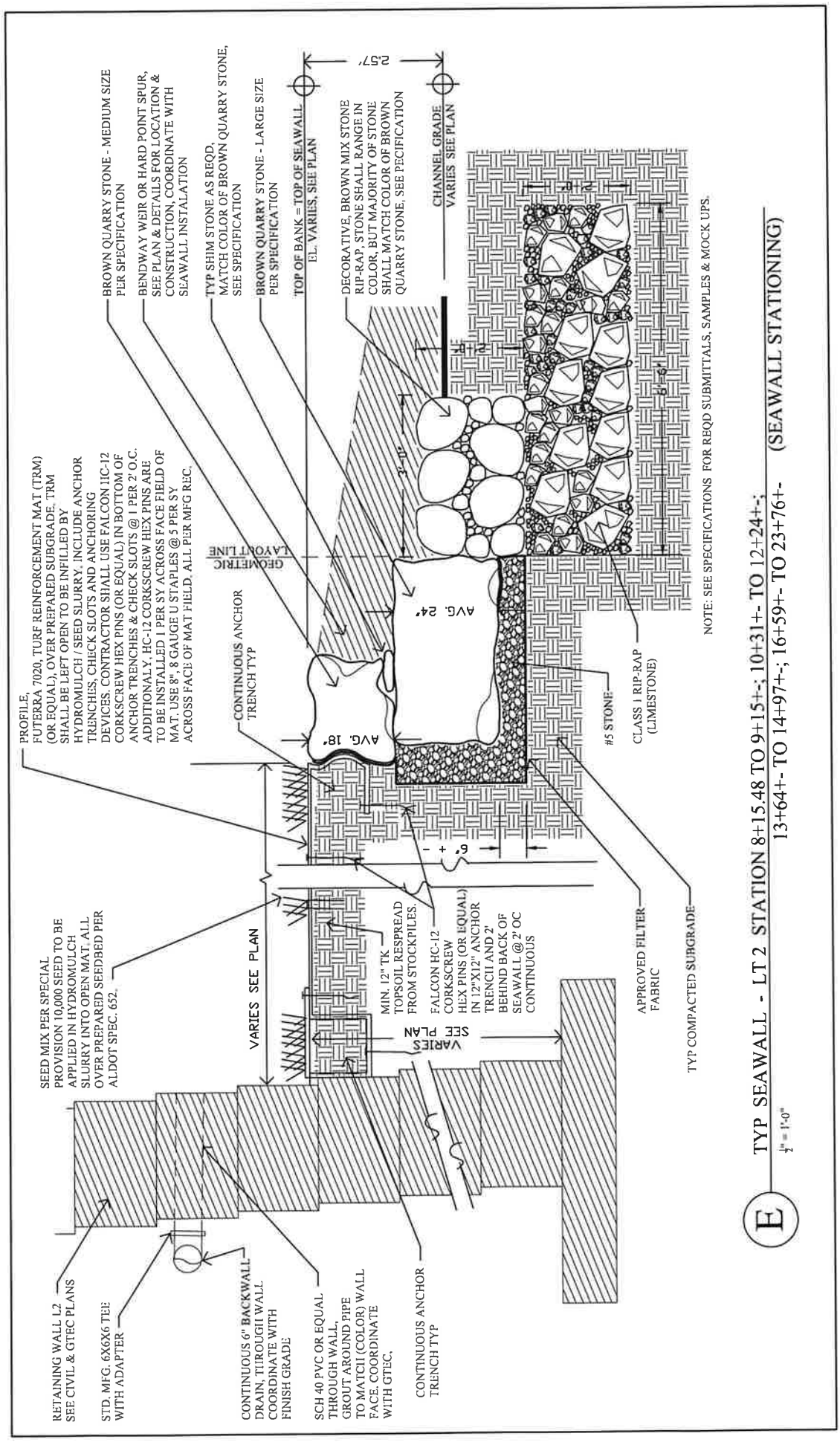

SEED MIX PER SUPPLEMENTAL SPECIFICATIONS 665.02 & 860.01, SEED TO BE APPLIED IN HYDROMULCH SLURRY INTO OPEN 7020 MAT, ALL OVER PREPARED SEEDBED PER ALDOT SPEC. 652.
BROWN QUARRY STONE - MEDIUM SIZE PER SPECIFICATION
BENDWAY WEIR OR HARD POINT SPUR, SEE PLAN & DETAILS FOR LOCATION & CONSTRUCTION, COORDINATE WITH SEAWALL INSTALATION
TYP SHIM STONE AS REQD, MATCH COLOR OF BROWN QUARRY STONE, SEE SPECIFICATION
BROWN QUARRY STONE - LARGE SIZE PER SPECIFICATION
TOP OF BANK = TOP OF SEAWALL EL. VARIES, SEE PLAN
DECORATIVE, BROWN MIX STONE RIP-RAP, STONE SHALL RANGE IN COLOR BUT MAJORITY OF STONE SHALL MATCH COLOR OF BROWN QUARRY STONE, SEE SPECIFICATION
CHANNEL GRADE VARIES SEE PLAN
GEOMETRIC LAYOUT LINE
AVG. 18"
AVG. 24"
3'-0"
6'-6"
6" +
#5 STONE
CLASS 1 RIP-RAP (LIMESTONE)
NOTE: SEE SPECIFICATIONS FOR REQD SUBMITTALS, SAMPLES & MOCK UPS.
REQD. DOUBLE PIN THIS CONTINUOUS SIDE SEAM 6" OVERLAP.
SEE CIVIL PLANS FOR EROSION CONTROL BLANKET TYPE AND SEED MIX REQUIREMENTS FOR ALL AREA TO WEST.
6' +-
THIS DISTANCE IS THE REMAINING WIDTH OF 8' WIDE 7020 MAT AFTER 12" X 12" ANCHOR TRENCH EMBEDMENT @ SEAWALL.
SLOPE
SEE CIVIL PLANS FOR TOPSOIL REQUIREMENTS
PROFILE, 8' WIDE FUTERRA 7020, TURF REINFORCEMENT MAT (TRM) (OR EQUAL), OVER PREPARED SUBGRADE. TRM SHALL BE LEFT OPEN TO BE INFILLED BY HYDROMULCH / SEED SLURRY. INCLUDE ANCHOR TRENCHES, CHECK SLOTS AND ANCHORING DEVICES. CONTRACTOR SHALL USE FALCON HC-12 CORKSCREW HEX PINS (OR EQUAL) IN BOTTOM OF ANCHOR TRENCHES & CHECK SLOTS @ 1 PER 2' O.C. ADDITIONALY, HC-12 CORKSCREW HEX PINS ARE TO BE INSTALLED 1 PER SY ACROSS FACE FIELD OF MAT. USE 8", 8 GAUGE U STAPLES @ 5 PER SY ACROSS FACE OF MAT FIELD. ALL PER MFG REC.
FALCON HC-12 CORKSCREW PINS (OR EQUAL) IN 12"X12" ANCHOR TRENCH AND 2' BEHIND BACK OF SEAWALL @ 2' OC CONTINUOUS
APPROVED FILTER FABRIC
TYP COMPACTED SUBGRADE
B
TYP SEAWALL - RT 2 STATION 9+81.20 TO 21+12.88; RT 3 STATION 22+70.08 TO 32+78.50
(SEAWALL STATIONING)
1/2" = 1'-0"



NOTE: SEE SPECIFICATIONS FOR REQD SUBMITTALS, SAMPLES & MOCK UPS.

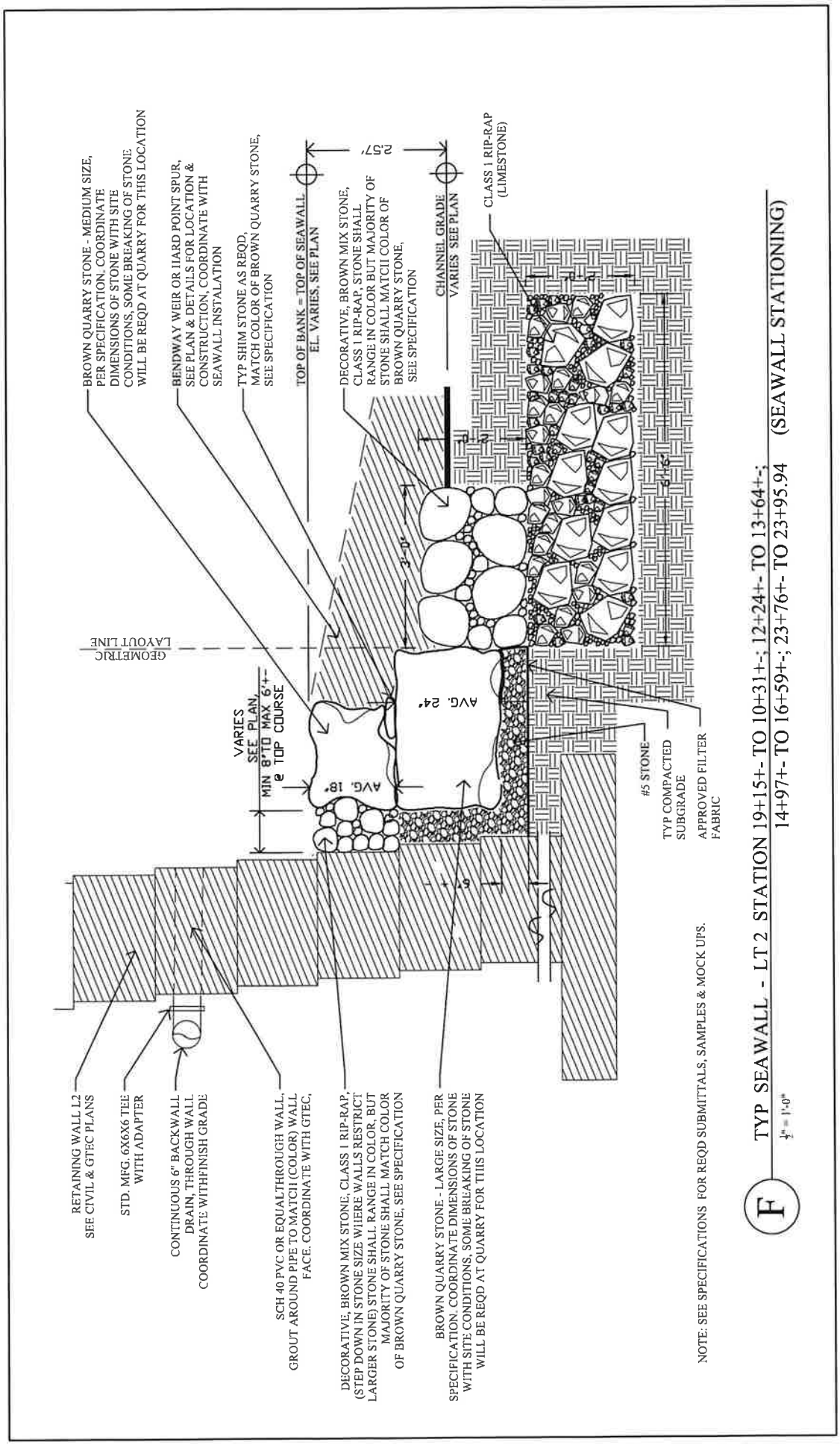
C TYP SEAWALL - LT 1 STATION 0+74+- TO 2+18+- STATION 3+70+- TO 4+76+-
STATION 5+73+- TO 12+70.41 (SEAWALL STATIONING)
1" = 1'-0"


BROWN QUARRY STONE - MEDIUM SIZE, PER SPECIFICATION. COORDINATE DIMENSIONS OF STONE WITH SITE CONDITIONS. SOME BREAKING OF STONE WILL BE REQD AT QUARRY FOR THIS LOCATION
BENDWAY WEIR OR HARD POINT SPUR, SEE PLAN & DETAILS FOR LOCATION & CONSTRUCTION, COORDINATE WITH SEAWALL INSTALLATION
TYP SHIM STONE AS REQD, MATCH COLOR OF BROWN QUARRY STONE, SEE SPECIFICATION
TOP OF BANK = TOP OF SEAWALL EL. VARIES, SEE PLAN
DECORATIVE, BROWN MIX STONE, CLASS 1 RIP-RAP, STONE SHALL RANGE IN COLOR BUT MAJORITY OF STONE SHALL MATCH COLOR OF BROWN QUARRY STONE, SEE SPECIFICATION
OUTLINE OF RIP-RAP AS SHOWN ON WALL L1, SHEET 200 THAT IS TO BE OMITTED IN THIS AREA
CHANNEL GRADE EL 594.46
CLASS 1 RIP-RAP (LIMESTONE)
RETAINING WALL L1 SEE CIVIL & GTEC PLANS
STD MFG. 6X6X6 TEE WITH ADAPTER
CONTINUOUS 6" BACKWALL DRAIN, THROUGH WALL. COORDINATE WITH FINISH GRADE
SCH 40 PVC OR EQUAL THROUGH WALL, GROUT AROUND PIPE TO MATCH (COLOR) WALL FACE. COORDINATE WITH GTEC.
DECORATIVE, BROWN MIX STONE, CLASS 1 RIP-RAP, (STEP DOWN IN STONE SIZE WHERE WALLS RESTRICT LARGER STONE) STONE SHALL RANGE IN COLOR, BUT MAJORITY OF STONE SHALL MATCH COLOR OF BROWN QUARRY STONE, SEE SPECIFICATION
BROWN QUARRY STONE - LARGE SIZE, PER SPECIFICATION. COORDINATE DIMENSIONS OF STONE WITH SITE CONDITIONS, SOME BREAKING OF STONE WILL BE REQD AT QUARRY FOR THIS LOCATION
#5 STONE
TYP COMPACTED SUBGRADE
APPROVED FILTER FABRIC
GEOMETRIC LAYOUT LINE
VARIES SEE PLAN, MIN 8'TO MAX 9'+- @ TOP COURSE
AVG. 18"
AVG. 18"
AVG. 24"
6" MIN
3'-6"
2'-0"
2'-0"
6'-9"
NOTE: SEE SPECIFICATIONS FOR REQD SUBMITTALS, SAMPLES & MOCK UPS
D
TYP SEAWALL - LT 1 STATION 0+34.47+- TO 0+74+- STATION 2+18+- TO 3+70+-
STATION 4+76+- TO 5+73+- (SEAWALL STATIONING)
1" = 1'-0"



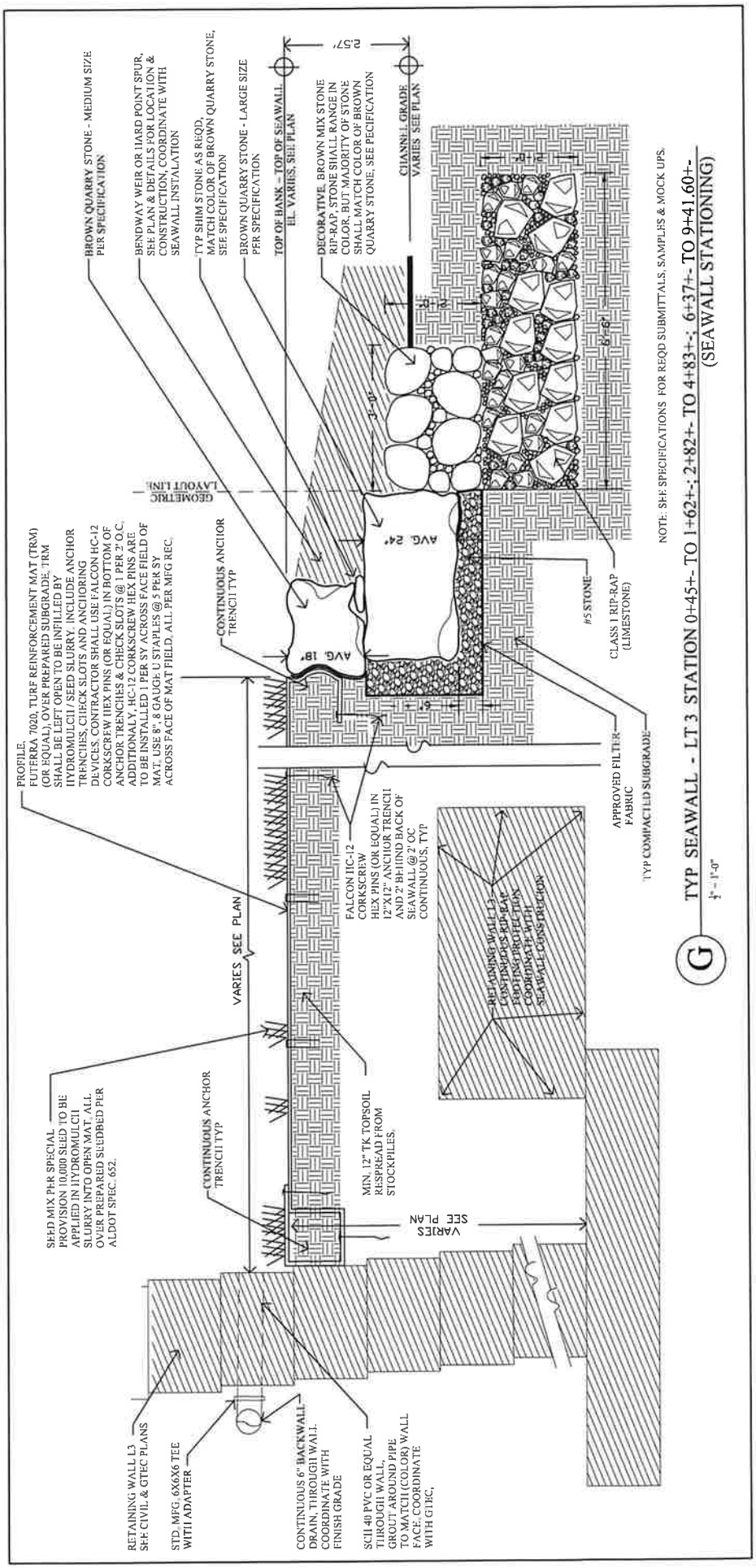
E TYP SEAWALL - LT 2 STATION 8+15.48 TO 9+15+-; 10+31+- TO 12+24+-; 13+64+- TO 14+97+-; 16+59+- TO 23+76+- (SEAWALL STATIONING)

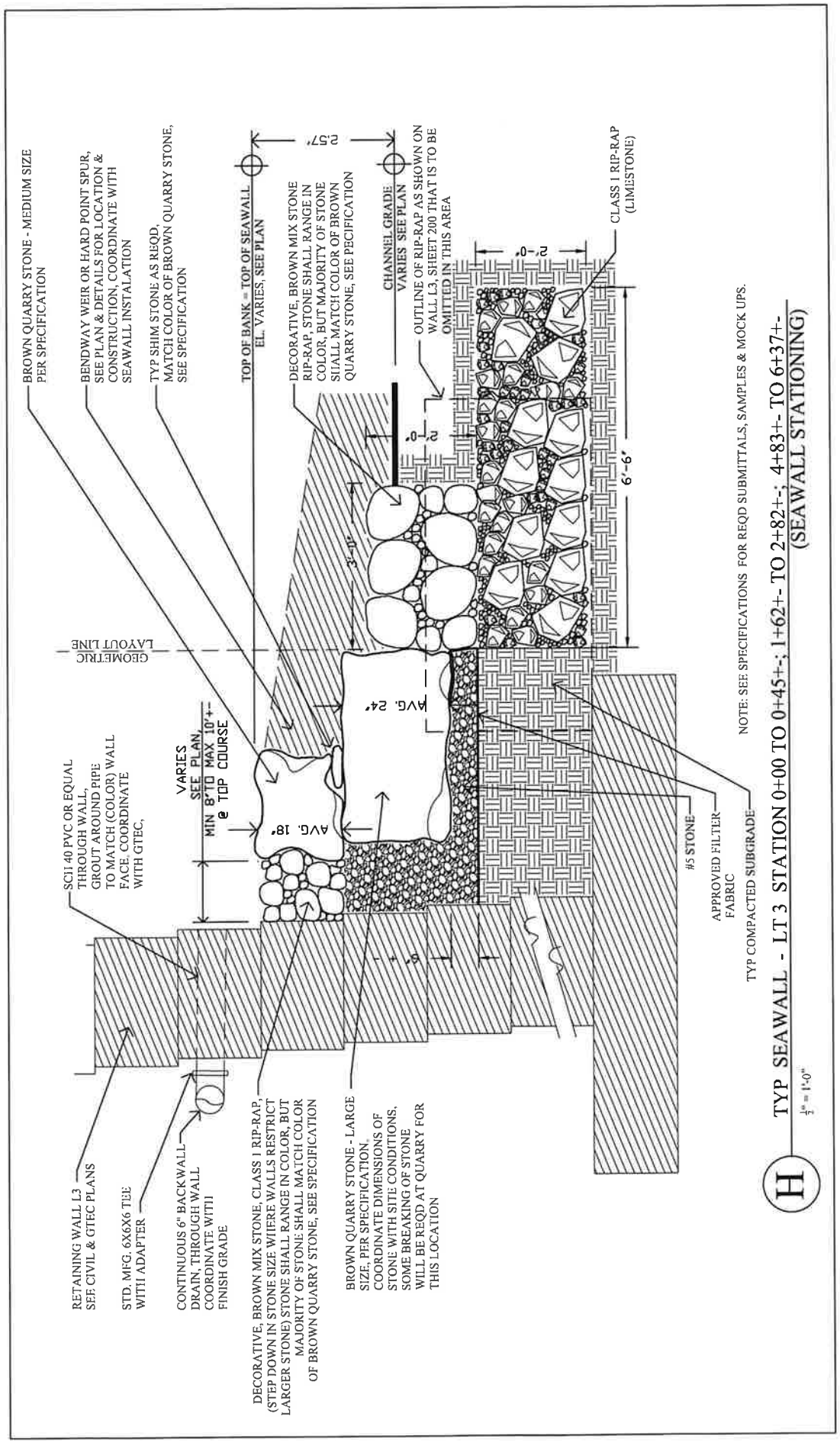
1/2" = 1'-0"



F TYP SEAWALL - LT 2 STATION 19+15+- TO 10+31+-; 12+24+- TO 13+64+-; 14+97+- TO 16+59+-; 23+76+- TO 23+95.94 (SEAWALL STATIONING)

$\frac{1}{4}$" = 1'-0"


BROWN QUARRY STONE - MEDIUM SIZE PER SPECIFICATION
BENDWAY WEIR OR HARD POINT SPUR, SEE PLAN & DETAILS FOR LOCATION & CONSTRUCTION, COORDINATE WITH SEAWALL INSTALLATION
TYP SHIM STONE AS REQD, MATCH COLOR OF BROWN QUARRY STONE, SEE SPECIFICATION
BROWN QUARRY STONE - LARGE SIZE PER SPECIFICATION
TOP OF BANK - TOP OF SEAWALL EL VARIES, SEE PLAN
DECORATIVE, BROWN MIX STONE RIP-RAP, STONE SHALL RANGE IN COLOR, BUT MAJORITY OF STONE SHALL MATCH COLOR OF BROWN QUARRY STONE, SEE PECIFICATION
CHANNEL GRADE VARIES SEE PLAN
PROFILE.
FUTERRA 7020, TURF REINFORCEMENT MAT (TRM) (OR EQUAL), OVER PREPARED SUBGRADE. TRM SHALL BE LEFT OPEN TO BE INFILLED BY HYDROMULCH / SEED SLURRY. INCLUDE ANCHOR TRENCHES, CHECK SLOTS AND ANCHORING DEVICES. CONTRACTOR SHALL USE FALCON HC-12 CORKSCREW HEX PINS (OR EQUAL) IN BOTTOM OF ANCHOR TRENCHES & CHECK SLOTS @ 1 PER 2' O.C. ADDITIONALLY, HC-12 CORKSCREW HEX PINS ARE TO BE INSTALLED 1 PER SY ACROSS FACE FIELD OF MAT, USE 8" 8 GAUGE U STAPLES @ 5 PER SY ACROSS FACE OF MAT FIELD. ALL PER MFG REC.
GEOMETRIC LAYOUT LINE
CONTINUOUS ANCHOR TRENCH TYP
AVG. 24"
AVG. 18"
#5 STONE
CLASS 1 RIP-RAP (LIMESTONE)
APPROVED FILTER FABRIC
TYP COMPACTED SUBGRADE
SEED MIX PER SPECIAL PROVISION 10,000 SEED TO BE APPLIED IN HYDROMULCH SLURRY INTO OPEN MAT. ALL OVER PREPARED SEEDBED PER ALDOT SPEC. 652.
CONTINUOUS ANCHOR TRENCH TYP
VARIES SEE PLAN
FALCON HC-12 CORKSCREW HEX PINS (OR EQUAL) IN 12"X12" ANCHOR TRENCH AND 2' BEHIND BACK OF SEAWALL @ 2' OC CONTINUOUS, TYP
MIN. 12" TK TOPSOIL RESPREAD FROM STOCKPILES.
VARIES SEE PLAN
RETAINING WALL L3 CONTINUES RIP-RAP FOOTING PROTECTION, COORDINATE WITH SEAWALL CONSTRUCTION
RETAINING WALL L3 SEE CIVIL & GTEC PLANS
STD. MFG. 6X6X6 TEE WITH ADAPTER
CONTINUOUS 6" BACKWALL DRAIN, THROUGH WALL. COORDINATE WITH FINISH GRADE
SCH 40 PVC OR EQUAL THROUGH WALL, GROUT AROUND PIPE TO MATCH (COLOR) WALL FACE, COORDINATE WITH GTEC.
NOTE: SEE SPECIFICATIONS FOR REQD SUBMITTALS, SAMPLES & MOCK UPS.
G
TYP SEAWALL - LT 3 STATION 0+45+- TO 1+62+-; 2+82+- TO 4+83+-; 6+37+- TO 9+41.60+-
(SEAWALL STATIONING)
3/8" = 1'-0"



H TYP SEAWALL - LT 3 STATION 0+00 TO 0+45+-; 1+62+- TO 2+82+-; 4+83+- TO 6+37+-
(SEAWALL STATIONING)
1" = 1'-0"

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 Lambert Contracting, LLC, in the amount of TWENTY MILLION NINETY-TWO THOUSAND ONE HUNDRED NINETY-FIVE AND .14/100 DOLLARS ($20,092,195.14), for Pedestrian Access and Redevelopment Corridor (PARC) Along Pinhook Creek, Base Bid and Option #2, Project No. 71-26-SP03 and Federal Project No. RAISE-4523(252) , which is being submitted to the City Council of the City of Huntsville, Alabama for approval on this the 12th day of February, 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, Lambert Contracting, LLC, 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.

Lambert Contracting, LLC
(Company)

BY: _____
(Authorized Representative)

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-141

Department: Engineering

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and GTEC, L.L.C., for Engineering Design Services for CRP Sign Foundations, Project No. 71-26-SP10.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530010-00000000-
City Cost Amount: $20,500.00
Total Cost: $20,500.00

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 GTEC for sign foundations consisting of five (5) types for CRP monument signs. Lump sum contract amount of $20,500.00.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6497

Department: Engineering

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and GTEC, L.L.C., for Engineering Design Services for CRP Sign Foundations, Project No. 71-26-SP10.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530010-00000000-
City Cost Amount: $20,500.00
Total Cost: $20,500.00

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 GTEC for sign foundations consisting of five (5) types for CRP monument signs. Lump sum contract amount of $20,500.00.

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 GTEC, L.L.C., in the amount of TWENTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($20,500.00) for Engineering Design Services for CRP Sign Foundations, Project No. 71-26-SP10, 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 GTEC, L.L.C., for Engineering Design Services for CRP Sign Foundations, Project No. 71-26-SP10," consisting of a total of twenty (20) pages, plus thirty-two (32) additional pages consisting of Attachments 1-16, and the date of February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

GTEC, L.L.C.

FOR

ENGINEERING DESIGN SERVICES

FOR

CRP SIGN FOUNDATIONS

Project ID Number 71-26-SP10
February 12, 2026

_____
President of the City Council of the City of Huntsville, Alabama
Date: February 12, 2026

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AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA
AND
GTEC, L.L.C.
FOR
ENGINEERING DESIGN SERVICES
FOR
CRP SIGN FOUNDATIONS
Project ID Number 71-26-SP10

THIS AGREEMENT made as of the 12th day of February in the year 2026, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GTEC, L.L.C., (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 CRP Sign Foundations, 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 CRP Sign Foundations.

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 February 13, 2026. The final completion date for the completion of design services as outlined in Article 2 shall be March 15, 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 TWENTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($20,500.00) 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	$20,500.00
TOTAL CONTRACT AMOUNT:	**$20,500.00**

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:
GTEC, L.L.C.

BY: _____
John Corbell

TITLE: Chief Operating Officer

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 January 19, 2026, from Cesar Castillo and John Corbell to Dave Scroggins and attachments).

January 19, 2026

City of Huntsville Engineering
305 Fountain Circle
Huntsville, Alabama 35801

ATTN: Mr. David Scroggins, P.E.

SUBJECT: Proposal for Professional Services
CRP Monument Signs
Huntsville, Alabama
GTEC Proposal No. P-00858 Rev. 1

Ladies and Gentlemen,

GTEC, LLC is pleased to provide this proposal for Professional Services for the above referenced project in Huntsville, Alabama. Project information was provided by Mr. David Scroggins via email on November 7, 2025. This proposal describes the site and presents a planned scope of services, fee, and anticipated schedule.

PROJECT INFORMATION

GTEC understands that the City of Huntsville (COH) has plans for environmental graphics and wayfinding at Cummings Research Park. Included in the design are signage for project entries, wayfinding, and a sculptural identity feature. Project entry elements will be comprised of various combinations of monuments and vertical beacons. Load cases for the structures have not been provided at this time. The COH has requested that GTEC provide assistance in the foundation design of the monument signs.

SCOPE OF SERVICES

Structural Design

GTEC proposes to provide foundation designs for the proposed monument signs. Deliverables will include drawings with plans and details for eight separate designs to cover all variations of the signs. GTEC will sub-consult design services to Live Oak Engineering.

FEE AND SCHEDULE

At this time, we propose our services described for a lump sum fee of $20,500.00. Services not included in the scope can be added at our prevailing unit rates. We will schedule field activities upon receipt of this contract authorized by signature below and provide the planned dates of services. Final drawings will be issued within six to seven weeks of authorization. This proposal is valid if accepted within 60 days of issuance.

CLOSING REMARKS

We appreciate this opportunity to be of service and look forward to working with you on this project. If you have any questions regarding this proposal or would like to discuss the proposed scope and budget, please do not hesitate to contact GTEC.

Respectfully,
GTEC

Cesar G. Castillo, E.I.
Project Manager

John W. Corbell, P.E.
Principal Engineer

Attachments: General Terms and Conditions

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): GTEC, LLC dba GTEC
- City of Huntsville current taxpayer identification number (if available): 60108
  (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: 000-574-634 AL
☐ 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: John W Corbell Title (if applicable): COO

Type or legibly write name: John W Corbell Date: Nov. 29, 2022

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

GTEC

UNIT RATE SHEET 2026

Personnel Rates		Rate
T1	Field Technician	$65 hourly
T2	Senior Field Technician	$75 hourly
A1	Administrative Personnel	$75 hourly
SI1	Special Inspector	$85 hourly
S1	Steel Inspector	$85 hourly
S2	Senior Steel Inspector	$110 hourly
P1	Staff Professional/Associate Project Manger	$115 hourly
P2	Project Professional/Associate Project Manger	$130 hourly
P3	Project Manager/Engineer	$140 hourly
P4	Senior Engineer, Registered / Senior Project Manager	$180 hourly
P5	Principal Engineer	$200 hourly
Additional Services/Equipment Charges		**Rate**
N1	Nuclear Gauge, Concrete, Foundation Equipment Rental	$50 day
FF1	Floor Flatness and Levelness Device	$375 day
C1	Coring Equipment (Core Machine, Generator, and Patch)	$250 day
M2	Daily Vehicle Charge (in addition to trip/mileage charge for FT projects)	$50 day
M3	Trip Charge in Lieu of Mileage (inside Madison County)	$60 Trip
M1	Mileage (Portal to Portal)	$0.84 mile
Lab Tests		**Rate**
L1	Moisture Content	$20 each
L2	Atterberg Limits, ASTM D423 and D424 (dry prep)	$100 each
L3	Standard Proctor compaction test, ASTM D698	$150 each
L4	Modified Proctor compaction test, ASTM D1557	$165 each
L5	Proctor Correction for oversize particles	$100 each
L6	No. 200 Wash	$100 each
L7	Sieve Analysis w/200 wash	$165 each
L8	Unconfined Compression of Soil, ASTM D2166	$135 each
L9	Stone Proctor- Standard effort	$200 each
L10	Stone Proctor- Modified effort	$280 each
L11	Concrete cylinders, lab cure, compressive test & report	$27 each
L12	Compressive strength of mortar or grout prism	$40 each
L13	Flexural strength of concrete beam	$75 each
L14	Compressive strength of core samples	$75 each
L15	CBR, with compaction curve (ASTM D-1883), three points	$685 each
L16	Moisture Vapor Testing, each sample/kit	$80 each
L17	Concrete cylinders, lab cure, compressive test & report (Made by others)	$40 each
Photography & Technology Services		**Rate**
PT1	Construction Progress Aerial Photography by Plane, Monthly (10th or 24th of the month)	$395 Flight
PT2	One-time Aerial Photography by Plane, per site (1st or 15th of the month)	$600 Flight
PT3	Drone Photography, per site	$395 Visit
PT4	Time Lapse Photography, per site (1 Camera)	$500 Month
PT5	FLIR Photgraphy	$800 Visit
PT6	Utility & Waterway Photgraphy	$800 Visit
Construction Stormwater Permitting/Inspecting		**Rate**
E1	CBMPP & NOI Submittal (does not incl. permit fee)	$2,150 each
E3	NPDES Monthly Service, per inspection (typical site within 30 miles of GTEC office)	$385 insp
E6	NPDES Notice of Termination	$485 each

Note:

* Time over 8 hours per day, 40 hours per week, Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.
* Additional project specific tests can be priced upon request.
* A minimum of 4 hours will be charged per trip for any work performed.
* These rates remain in effect for the duration of the project.

4890 University Drive, NW Suite 2 Huntsville, AL 35816
info@gteccorp.com | www.gteccorp.com
o: 256.541.0165

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 15, 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. XXXXXXXX)

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.

PROJECT LOCATION

LOCATION MAP NTS

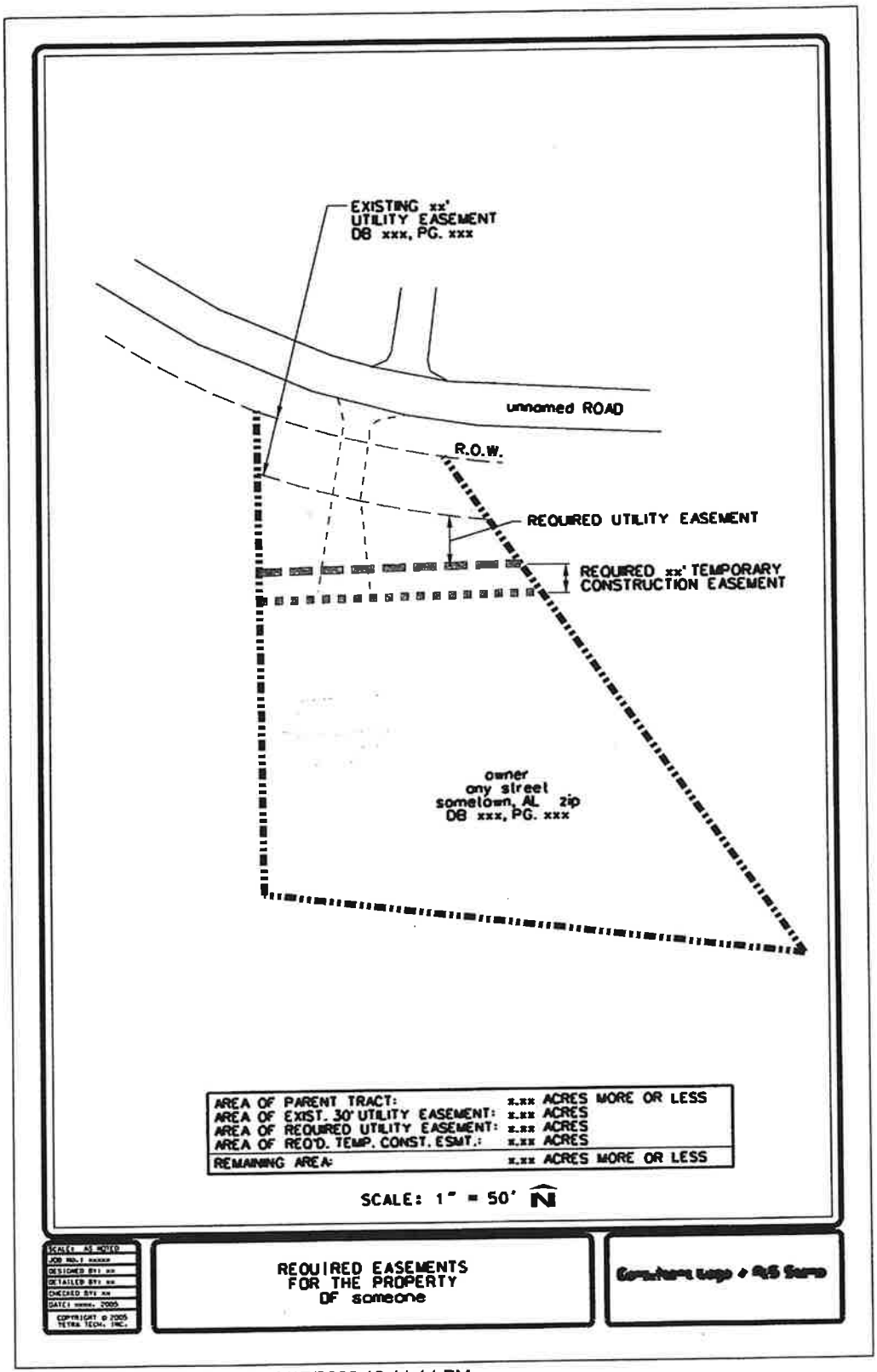
TITLE SHEET

PROJECT NAME AND INFORMATION

CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

ATTACHMENT 12
SAMPLE



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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	0	7	0			
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	3/0	0	18	1	FEMA
41	FEMA Monuments/Labels						
42	Quarter Sections	0	5	0			
43	Section Lines	0	2	0			
44	Features	0	12	0	AS=1		CELTWR
44	Cell Towers	0	8	0	AS=1		FENCE
45	Fences (Pattern)	0	0	0			Limleg Madleg
46	Format/Legend	0	7	2			
47	Mass Points	0	7	2			
48	Break Lines	0					
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:** 2/12/2026 **File ID:** 2026-142

Department: Engineering

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Volkert, Inc., for Engineering Design & Construction Administration Services for Holmes Avenue Complete Street, Project No. 71-26-RD01.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524025-00000000-
City Cost Amount: $1,102,494.00
Total Cost: $1,102,494.00

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:
Contract with Volkert, Inc. for streetscape improvements for approximately 3.25 miles of Holmes Avenue from Spragins Avenue to Sparkman Drive to include the new sidewalks, multiuse paths, bicycle facilities, transit, and streetscape enhancements. Scope of work includes corridor study, surveying, design, right-of-way acquisition, and limited construction administration services in accordance with Safe Streets for All (SS4A) federal grant requirements. Design and C/A services in a Lump Sum total contract amount.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6510

Department: Engineering

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Volkert, Inc., for Engineering Design & Construction Administration Services for Holmes Avenue Complete Street, Project No. 71-26-RD01.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524025-00000000-
City Cost Amount: $1,102,494.00
Total Cost: $1,102,494.00

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:
Contract with Volkert, Inc. for streetscape improvements for approximately 3.25 miles of Holmes Avenue from Spragins Avenue to Sparkman Drive to include the new sidewalks, multiuse paths, bicycle facilities, transit, and streetscape enhancements. Scope of work includes corridor study, surveying, design, right-of-way acquisition, and limited construction administration services in accordance with Safe Streets for All (SS4A) federal grant requirements. Design and C/A services in a Lump Sum total contract amount.

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 Volkert, Inc., in the amount of ONE MILLION ONE HUNDRED TWO THOUSAND FOUR HUNDRED NINETY-FOUR AND NO/100 DOLLARS ($1,102,494.00) for Engineering Design & Construction Administration Services for Holmes Avenue Complete Street, Project No. 71-26-RD01, 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 Volkert, Inc., for Engineering Design & Construction Administration Services for Holmes Avenue Complete Street, Project No. 71-26-RD01," consisting of a total of twenty (20) pages plus sixty-two (62) additional pages consisting of Attachments 1-16, and the date of February 12, 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 12th day of February, 2026.

_____

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

APPROVED this the 12th day of February, 2026.

_____

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

VOLKERT, INC.

FOR

ENGINEERING DESIGN & CONSTRUCTION

ADMINISTRATION SERVICES

FOR

HOLMES AVENUE COMPLETE STREET

Project I.D Number 71-26-RD01
February 12, 2026

President of the City Council of the City of Huntsville, AL
Date: February 12, 2026

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
VOLKERT, INC.
FOR
ENGINEERING DESIGN & CONSTRUCTION
ADMINISTRATION SERVICES
FOR
HOLMES AVENUE COMPLETE STREET
Project I.D Number 71-26-RD01

THIS AGREEMENT made as of the 12th day of February in the year 2026, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and VOLKERT, 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 Design & Construction Administration of Holmes Avenue Complete Street, as further described in ARTICLES 2 and 3, 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 & Construction Administration of Holmes Avenue Complete Street.

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 The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.

2.5 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.

2.6 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.

2.7 The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

2.8 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.

2.9 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.

2.10 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.

2.11 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

2.12 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).

2.13 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.

2.14 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 OF THE ENGINEER

3.1 The ENGINEER shall provide to OWNER, professional services for activities that occur after the 100% submittal has been made. These services shall include, but not be limited to, consultation and advise, engineering support, design modifications, and shop drawing review.

3.2 The ENGINEER shall provide Construction Administration as described below and shall perform those duties and discharge those responsibilities set forth herein.

3.3 The ENGINEER shall represent the OWNER during construction. The ENGINEER shall act on behalf of the OWNER only to the extent provided herein. The ENGINEER shall be the OWNER'S design representative during performance of the PROJECT, shall consult with and advise the OWNER on all design and technical matters, and shall be the OWNERS representative in dealing with the construction contractor.

3.4 The ENGINEER shall attend pre-construction meetings, prepare monthly progress reports, review and approve invoices, review and approve change orders, attend and keep minutes of meetings with contractors, provide site inspection to the extent necessary to ensure construction is in conformance with the design, resolve the contractor's questions concerning interpretation of the construction documents, act as OWNERS representative in disputes and on claims, and attend public meetings arising out of the construction process.

3.5 The ENGINEER shall determine amounts owed to the contractor based upon examinations of the work, evaluations of the contractor's rate of progress in light of the remaining contract time and upon evaluations of the Contractor's Request for Payment, and shall approve, modify or deny the request for payment and report to the OWNER within ten (10) days of receipt of the request from the contractor.

3.6 The approval of a Request for Payment by the ENGINEER is an express warranty to the OWNER that the ENGINEER has made an examination of the work, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the construction contract, that all necessary and appropriate lien waivers have been submitted, and that the contractor is entitled to payment of the amount certified. In the case of unit price work the ENGINEER's recommendations for payment shall constitute a final determination of quantities and classifications of such work.

3.7 The ENGINEER shall be the initial interpreter of the requirements of the construction documents and the judge of the performance there under by the contractor. The ENGINEER shall act as the OWNER's advisor on claims. The ENGINEER shall render written or graphic interpretations and decisions necessary for the proper execution or progress of the Work with reasonable promptness on request of the contractor.

3.8 The ENGINEER shall reject work that does not conform to the contract documents unless directed by the OWNER, in writing, not to do so. Whenever, in the ENGINEER's opinion, it is necessary or advisable, the ENGINEER shall require special examination or testing of the work in accordance with the provisions of the construction contract whether or not such work is fabricated, installed or completed.

3.9 The ENGINEER shall review and approve, or take other appropriate action upon, the contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the ENGINEER of the contractor's submittal shall constitute the ENGINEER's representation to the OWNER that such submittal is in conformance with the PROJECT design concept, the construction documents, and the contract for construction. Such action shall be taken with reasonable promptness so as to cause no delay to the contractor or the PROJECT. OWNER shall receive a copy of all approved shop drawings, product data, samples, etc.

3.10 The ENGINEER shall promptly review and approve or take other appropriate action on proposed "equal materials or equipment." The ENGINEER shall not approve any such proposed equal materials or equipment unless such equals conform to the PROJECT design concept, the construction documents, the contract for construction, and the estimated life cycle PROJECT projections.

3.11 The ENGINEER shall promptly review and evaluate the results of all inspections, tests and written reports required by the contract for construction, which were required by any governmental entity, or which were necessary or advisable. The ENGINEER shall take appropriate action on test results and shall promptly reject any work that does not conform to and comply with the requirements.

3.12 The ENGINEER shall promptly review, administer, manage, and advise the OWNER concerning, proposals and requests for change orders from the contractor. The ENGINEER shall prepare change orders for the OWNER's approval and execution in accordance with the construction contract. The ENGINEER shall not be authorized to "swap out" required changes with reduced construction requirements without the written consent of the OWNER. The ENGINEER shall promptly prepare required drawings, specifications, and other supporting data as necessary in connection with minor changes, change order requests, and change orders.

3.13 The ENGINEER shall promptly notify the OWNER in writing of any information it obtains pertaining to any claim; alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims; or similar claims, involving any PROJECT contractor, supplier, subcontractor, or consultant, whether or not such claims or alleged claims arise from or relate to the PROJECT.

3.14 The ENGINEER shall at all times have access to the work wherever it is located. The ENGINEER shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the work.

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 Contractor or major defects or deficiencies in the work of the contractor. 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 February 13, 2026. The final completion date for the completion of design services shall be February 13, 2030, as outlined in Article 2. The final design date for construction administration services, as outlined in Article 3 shall coincide with the duration of the construction contract for the PROJECT. 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 MILLION ONE HUNDRED TWO THOUSAND FOUR HUNDRED NINETY-FOUR AND NO/100 DOLLARS ($1,102,494.00) for design services described in Article 2 and additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.3 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 & Construction Administration Services – Lump Sum	$1,102,494.00
TOTAL CONTRACT AMOUNT:	$1,102,494.00

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The ENGINEER shall submit monthly invoices to The Administrative Officer, Engineering Division, 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, 3 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 "5" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for administration of 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 CHANGES

9.5.1 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.

9.5.2 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.

9.6 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.

9.7 SEAL ON DOCUMENTS

9.7.1 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.

9.7.2 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.

9.7.3 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.

9.7.4 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.

9.8 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 contractor.

9.9 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.

9.10 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.

9.11 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 subconsultants 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:
VOLKERT, INC.

BY: _____
Jonathan Grammer

TITLE: Regional 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 February 6, 2026, from Jonathan D. Grammer to Kathy Martin and attachments).

Volkert, Inc.
200 Clinton Avenue W, Ste 250
Huntsville, AL 35801
256-970-4787
www.volkert.com

February 6, 2026

ATTN: Kathy Martin
City of Huntsville Engineering Division
305 Fountain Circle
Huntsville, AL 35801

RE: Professional Engineering Services for Final Design Services for Holmes Avenue Corridor Streetscape Improvements, City of Huntsville Project No. 71-25-SP26

Dear Ms. Martin,

We are pleased to submit our scope of work and fee proposal for the final design and transportation engineering services for the City of Huntsville Holmes Avenue Corridor Streetscape Improvements Project. Volkert is committed to completing the project in accordance with the SS4A requirements within the timeframe required by the City, having the project construction ready by July of 2027.

We appreciate the opportunity to work with the City of Huntsville on this important project.

Sincerely,

Jonathan D. Grammer, PE, CCM, LEED GA
Regional Vice President

SCOPE OF WORK

The City of Huntsville (CITY) has requested Volkert, Inc. (CONSULTANT) perform engineering and environmental studies, prepare required environmental documents, perform field surveys, perform geotechnical investigations, and prepare contract plans for the Holmes Ave Streetscape Project in Huntsville, Alabama.

All work performed by the CONSULTANT under this AGREEMENT will be subject to the review, approval and acceptance of the CITY as well as review and approval by FHWA in accordance with the grant requirements. The Scope of Work is described in detail below. See Exhibit B for the Fee Proposal.

GENERAL SCOPE OF WORK

CONSULTANT will assist the CITY in transforming the Holmes Avenue corridor into a Complete Street to provide critical multimodal and streetscape infrastructure to improve access and safety on an underutilized transportation corridor. The project consists of providing approximately 3.25 miles of ADA compliant sidewalks and multiuse paths, bike lanes and streetscaping between Spragins Avenue and Sparkman Drive. The CONSULTANT will review the previous design plan and perform a project site visit. The CONSULTANT will refine the corridor typical section to utilize as much of the existing laneage and sidewalk as possible while still also leveraging the City's Safety Action Plan to identify the best combination of treatments to meet the program's goals. Once the CITY concurs with the preliminary design approach, the CONSULTANT will mobilize the team to begin field investigations and final design work. The final design services shall include Environmental Documentation and NEPA Compliance, Field Surveying, Geotechnical Investigations, Railroad Coordination, Utility Coordination, and PS&E Preparation (Final Plans). Once Plans are complete, the CONSULTANT will provide limited Construction Engineering and Inspection Support.

See below for more detailed Scope of Work information.

SECTION 1 – NEPA DOCUMENTATION (ENVIRONMENTAL AND CORRIDOR STUDY)

CONSULTANT will perform environmental studies, prepare required environmental documents, and secure corridor approval for the proposed Holmes Avenue Complete Streets Corridor Project in Huntsville, Madison County, Alabama. The proposed scope of work for this project assumes one (1) build alternative and the no build alternative will be analyzed. The roadway improvements are assumed to be approximately 3.25 miles in length. CONSULTANT will prepare a Categorical Exclusion (CE), pursuant to the National Environmental Policy Act (NEPA), for the proposed project. The CE will be prepared in accordance with the following:

- FHWA Environmental Impacts and Related Procedures regulations found in 23 CFR Part 771 along with 42 United States Code (U.S.C.) 4321 et seq.,
- National Environmental Policy Act of 1969, as amended,
- 23 U.S.C. 138 and 49 U.S.C. 303, Section 4(f) of the Department of Transportation Act of 1966, and 40 CFR 1500 et seq.,
- FHWA Technical Advisory (TA) T6640.8A dated October 30, 1987, and
- Council on Environmental Quality, Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act.

If it is determined that another NEPA Class of Action is required, a supplemental agreement would be necessary. All work performed by CONSULTANT under this agreement will be subject to the review, approval and acceptance of the City of Huntsville (CITY) and the Federal Highway Administration (FHWA). The NEPA services scope of work is described in detail below.

Task A: Preliminary Corridor Investigation

- **Task A-1: Obtain & Study CITY Supplied Maps**

CONSULTANT will obtain maps from the CITY that pertain to the existing infrastructure in the area. CONSULTANT will study available GIS mapping and USGS quadrangle maps

in conjunction with on-site reviews. Existing aerial photography, digital terrain mapping (DTM) and obtained Lidar survey will be used as a base map for identifying and locating alignment constraints within the study area.

- **Task A-2: Prepare Corridor Base Maps, Identify Features & Environmental Sensitive Areas**

At the onset of the project, CONSULTANT will collect secondary source data that is readily available from various sources including federal and state agency databases. Information will also be gathered from prior studies conducted along the study corridor and from previous stakeholder and public outreach efforts. A field reconnaissance visit will be conducted to verify the collected data. The secondary source data shall include, but not be limited to information pertaining to the following:

- Existing transportation network,
- Existing Utilities,
- Land Use (existing and planned),
- Natural Resources (wetlands, streams, threatened and endangered species),
- Cultural Resources (known historic resources including districts, structures, archaeological sites),
- Soils,
- Floodplains / Floodways,
- Community Features (parks, churches, cemeteries, schools),
- Socio-Economic (census data, demographics, economics), and
- Potential hazardous materials sites.

The collected data will be used to create maps using GIS to identify any potential impacts associated with the proposed project. Coordination meetings will also be held with the CITY and FHWA through the duration of the project to obtain information and update the potential impacts relative to any design changes. CONSULTANT will contact major utilities within the study area and will also obtain and evaluate CITY land use and transportation plans. CONSULTANT will also conduct an initial coordination meeting if

necessary to discuss. It is anticipated that access to private property will be required to perform field research. CONSULTANT will coordinate with CITY personnel regarding permissions and the scheduling of these surveys.

- **Task A-3: Consult with Various Agencies, Ascertain Their Requirements**

CONSULTANT will conduct early coordination with various Federal, State and Local agencies for the project. If necessary, CONSULTANT will also consult via letters, phone conversations, meetings and e-mail with various agencies and organizations to ascertain requirements they may have that would affect the project. Initial coordination meetings may also be conducted with the US Army Corps of Engineers (USACE), US Fish and Wildlife Services (UFWS), Alabama Department of Environmental Management (ADEM), State Historic Preservation Office (SHPO – Alabama Historic Commission), and others. All coordination will be documented, and meeting minutes will be prepared for each meeting. It is not anticipated that meetings with area neighborhood leaders, business owners, and stakeholders will be necessary. Meetings have already been conducted with these entities.

- **Task A-4: Develop General Design Criteria for Each Reasonable Alternate**
- **Task A-5: Perform Capacity Analysis for Each Design Alternate**
- **Task A-6: Develop Study Report and Present to City and FHWA**

CONSULTANT will prepare the Purpose and Need for the project and will meet with the CITY and FHWA to discuss. CONSULTANT will revise the Purpose and Need relative to comments received from the CITY and FHWA.

Task B: Alternative Upgrading Studies

- **Task B-1: Develop and Study Preliminary Alternate Designs to Determine Feasibility**

It is anticipated that one (1) Build Alternative will be evaluated through the NEPA process. The CONSULTANT team will develop the design for all components of the proposed project. The CONSULTANT team will work collaboratively to describe the

location requirements, screening evaluation and any alternatives considered but eliminated from further consideration.

- **Task B-2: Tabulate ROW Requirements for All Alternates / Develop Cost Estimates**
- **Task B-3: Conduct Environmental Studies / Develop Alternative Matrix**

CONSULTANT will describe the No Action or No Build Alternative and one (1) Build Alternative. CONSULTANT will conduct social, economic, and environmental studies for the No Build and the one (1) Build Alternative sufficient to comply with 23 CFR, Part 771. These studies will be conducted on the feasible and reasonable alternative carried forward through the environmental documentation process (NEPA).

– Cultural Resources.

A Phase I Cultural Resources Assessment (CRA) will be prepared for the one (1) Build Alternative. The archeological and architectural surveys will follow SHPO guidelines and involve pedestrian coverage and shovel testing at 30 meters (100 foot) intervals for the one (1) Build Alternative. The archaeological phase of the CRA will identify sites that will be affected by the Build Alternative carried forward in the environmental document. The CRA will identify previously recorded National Register of Historic Places (NRHP) resources and will include recommendations as to whether additional architectural resources or archaeological sites are eligible for the NRHP. If there are NRHP-listed or eligible architectural resources or archaeological sites that will be adversely impacted and cannot be avoided, a supplemental agreement would be required to coordinate with the FHWA, SHPO and Tribal Historic Preservation Officers (THPO), if necessary, to develop a Memorandum of Agreement (MOA) outlining mitigation measures. The MOA would be included in the NEPA document. The MOA could include further excavation/investigation for data recovery, preservation in-place, HABS documentation, HAER documentation, or other mitigation strategies. The CRA's Assessment of Effects (AOE) evaluation will focus on potential effects or impacts (physical, visual, sound) to eligible properties. A summary of the CRA findings will be incorporated into the environmental document. The CRA will be submitted to the CITY and the FHWA. The FHWA will submit the CRA to the

SHPO/THPO. CONSULTANT will address any comments on the CRA from the CITY, FHWA and SHPO/THPO.

- Land Use.

CONSULTANT will evaluate the consistency of the one (1) Build Alternative carried forward in the environmental document with comprehensive development plans adopted by other authorities for the study area and other plans used in the development of the regional transportation plan.

- Social and Community Impacts.

CONSULTANT will identify important social features and evaluate the one (1) proposed Build Alternative's potential impacts on important community features within the study area. CONSULTANT will also review the proposed Build Alternative's effect on the local economy in the CE. It is anticipated that a detailed Economic Impact Study will not be necessary. If an Economic Impact Study is needed, the scope would be included as part of a supplemental agreement.

- Indirect and Cumulative Impacts.

The anticipated NEPA Class of Action is a CE. As a result, an indirect and cumulative impacts analysis (ICI) is not expected to be required. If ICI is required, the CITY may enter into a supplemental agreement with CONSULTANT for related services.

- Demographics and Environmental Justice.

Demographic data will be collected from available database resources including the US Census Bureau, the City of Huntsville, and the State of Alabama. The demographic data will be summarized in the CE. It is anticipated that an EJ Assessment will not be required (EO has been rescinded).

- Traffic Noise Analysis.

In accordance with 23 CFR 772 and ALDOT's Highway Traffic Noise Analysis and Abatement Policy and Guidance, the proposed improvements are not expected to require a noise analysis (Type III Project). If a noise analysis is required, the CITY may enter into a supplemental agreement with CONSULTANT for related services.

- Pedestrian and Bicycle Considerations.

The CE will include a discussion regarding the existing, future No Build Alternative, and one (1) Build Alternative conditions relative to pedestrian and bicycle conditions. The discussion will explain how the proposed project will meet the purpose and need by accommodating these modes of transportation.

- Natural Resources Impact Analysis.

The CE will include a discussion regarding existing natural resources in the study area and how the future No Build Alternative and Build Alternative conditions would affect these resources.

- Threatened and Endangered Species Surveys and Impact Analyses.

CONSULTANT will coordinate with the USFWS regarding endangered or threatened species that may exist within the study area. CONSULTANT will perform studies of endangered and threatened species in accordance with Section 7 of the Endangered Species Act to the point where a "no effect" or a "may effect" determination can be made for the one (1) Build Alternative carried forward in the environmental document. Aquatic species do occur in the area. However, it is anticipated that no work will occur in the creeks in the study area (Broglan Branch and Pinhook Creek) and therefore, an aquatic species survey will not be required. In the event of a "may effect" determination, additional studies may be required for Formal Consultation with the USFWS. If additional studies are required (species specific Biological Assessments or aquatic species surveys), the CITY may enter into a supplemental agreement with CONSULTANT. Reports and data justifying the need for additional studies will be supplied to the CITY along with a proposal for the work under the supplemental agreement.

- Waters of the US/Wetlands Survey and Impact Analysis.

CONSULTANT will field review the potential wetland acreage within the study area. Descriptions of the habitats in the project area and the potential impacts the project may have on these habitats will also be included in the NEPA document. CONSULTANT will calculate the approximate wetland and stream acreage impacts of the one (1) Build Alternative carried forward through the environmental process. Formal wetland delineation and flagging of jurisdictional wetlands are not included as part of this scope.

- Floodplain and Floodway Impact Analyses.

In accordance with the National Flood Insurance Act and Executive Order 11988 – Floodplain Management, floodplains and floodways in the study area will be identified as part of the environmental screening, through the review of the FIRMS. CONSULTANT will confirm if the one (1) Build Alternative encroaches into a base (100-year) floodplain and/or regulatory floodway. If the one (1) Build Alternative encroaches on a floodplain or floodway, CONSULTANT will evaluate and discuss practicable alternatives with the CITY. If necessary, a supplemental agreement will be prepared for detailed floodplain studies (also referred to as a location hydraulic studies) in conformance with 23 CFR 650, Subpart A.

- Air Quality Analysis.

CONSULTANT will evaluate the project's conformity with air quality goals. The conformity status of the area will be confirmed. The analysis will also include obtaining and reviewing traffic, reviewing the traffic data for sufficiency for air analysis, performing modeling (if necessary) and the preparation of an Air Quality Report.

- Water Quality.

CONSULTANT will evaluate the project's potential to impact water quality. If necessary, CONSULTANT will recommend BMPs in the CE to avoid or minimize impacts.

- Energy Use.

An evaluation of the No Build and the one (1) Build Alternative potential impacts on Energy Use will be included in the CE.

- Public Health and Safety.

A discussion regarding the existing, future No Build Alternative, and one (1) Build Alternative conditions will be included in the CE. The discussion will explain how the proposed project will meet the purpose and need by providing multimodal accommodations along Holmes Avenue.

- Database Research, Field Survey for HAZMAT & USTs, and Phase I ESA Report Preparation.

CONSULTANT will prepare a Phase I Environmental Site Assessment (ESA) for the project. Testing or subsequent investigations are not included in this agreement. A review of the study area indicates potential sources of hazardous materials exist immediately

adjacent to the Holmes Avenue ROW. The results of the hazardous materials research will be included in the CE. An ESA is an investigative assessment that attempts to identify and disclose any possible recognized environmental conditions (RECs) within the subject site or adjacent to, that may pose deleterious effects. The Phase I ESA consists of reviews of historical documentation and government records, interviews with property owners and other personnel, site reconnaissance, and reporting. The Phase I ESA for the proposed development will be performed in accordance with the ASTM 2021 guidance E1527-21 standard. This scope of work is intended to be compliant with the ASTM 2021 guidance E1527-21; however, limitations and data gaps may occur. A CONSULTANT professional experienced in Phase I ESAs will carry out the general scope of work as follows. CONSULTANT will review the following databases and/or files to determine prior ownership and usage:

- Fifty-year chain-of-title (If provided by CITY or previous owner),
- Environmental liens and activity and use limitations*,
- Historic city directories/Fire insurance maps,
- State environmental documentation repository websites,
- Soil Conservation Survey Maps and available published geologic information,
- Current US Geological Survey (USGS) topographic maps,
- Available historical aerial photographs, and
- National Wetland Inventory Maps, if readily available.

*If the CITY would like CONSULTANT to conduct the environmental liens and activity and use limitations search, the cost will be $200.00 per parcel.

CONSULTANT will review published regulatory federal records related to potential off-site sources of chemical and petroleum contamination within the ASTM 2021 guidance E1527-21 standard search radius of the site, as well as documents related to on-site activities including:

- National Priorities List (NPL) – List of EPA high priority cleanups (Superfund) on properties within a one-mile radius.
- Comprehensive Environmental Response, Compensation and Liability Information

System (CERCLIS) – List of properties subject to investigation by EPA for contamination within the specified search radius.

- Resource Conservation and Recovery Act (RCRA) – List of RCRAs within a one-mile radius, list of generators within the specified search radius.
- Emergency Response Notification System (ERNS) – Site property only.

CONSULTANT will review state regulatory records and publications for environmental activities related to the site and potential off-site sources of chemical and petroleum contamination. These may include the following:

- State Lists of Hazardous Waste Sites – List of properties within a one-half mile radius.
- State Leaking UST Lists – List of properties within a one-half mile radius.
- State Registered UST and AST Lists – List of properties within a one-quarter mile radius.

Access retrieval and review of any federal, state or local documents related to the scope of work are limited to the availability of records requested from governmental agencies or commercial sources within the time frame allocated for this effort.

CONSULTANT personnel will conduct site reconnaissance which includes detailed visual observations and photographic documentation of the site to the maximum extent practical, as well as exterior and interior structures observations, if accessible. The site reconnaissance will attempt to identify potential sources of on-site chemical releases, petroleum products, hazardous materials or other potential RECs. These potential sources may include tanks, chemical storage, disposal areas, pits, or vats. CONSULTANT personnel will also visually observe (from curbside only) and categorize the use of the abutting properties as potential off-site sources of chemical and petroleum contamination. No entry will be made onto abutting properties.

Interviews will be conducted with current owners, if available, to determine current

practices, including chemical and petroleum product handling, storage, usage, and disposal practices. Former tenants will be contacted, if available, to obtain information regarding historic practices. The CITY will notify the owners of properties of the site visit and obtain permission for access.

CONSULTANT will review past site documents (if provided by CITY, or prior owner) to assess the potential for on-site chemical contamination including:

- Previous environmental assessments,
- Construction documents, as appropriate,
- Hazardous waste manifests and other selected operational documents,
- Chain-of-title review, and
- Completion of the ASTM E1527-21 User Questionnaire.

A report of the assessment will be prepared upon completion of the work. The final document will be included in the CE. If the Phase I ESA determines that Phase II or III hazardous materials investigations are warranted, these services can be performed under a separate scope of work.

– Section 4(f) Evaluation and Mitigation.

All publicly owned parklands and recreational resources will be identified in the study area and indicated on the environmental constraints map. For this scope, it is anticipated that Section 4(f) resources (public parks, refuges, Section 106 resources) will be avoided by the one (1) Build Alternative carried forward through the environmental document. If Section 4(f) analyses are required, the CITY may enter into a supplemental agreement with CONSULTANT for

– Section 6(f) Evaluation and Mitigation.

Section 6(f) resources will be identified in the study area and indicated on the environmental constraints map. For this scope, it is anticipated that Section 6(f) resources (public land where Land and Water Conservation Fund Act appropriations were used to make improvements) will be avoided by the one (1) Build Alternative carried forward through the environmental document. If Section 6(f) analyses are required, the CITY may

enter into a supplemental agreement with CONSULTANT for related services.

- Construction Impacts.

An analysis of the potential adverse construction related effects of the one (1) Build Alternative will be prepared for inclusion in the CE. The discussion will focus on maintenance of traffic and access, employment benefits, waste disposal, utility relocation, discovery of unknown archaeological sites, discovery of hazardous materials, erosion control, air quality, and noise. Construction-related commitments to avoid and/or minimize impacts will be included in the CE.

- **Task B-4: Prepare Information for and Attend Public Involvement Meeting / Analyze Comments**
  - Public Meeting Not Anticipated. Obtain, review and summarize previous meetings conducted by CITY.

CONSULTANT understands that the CITY has conducted public meetings for the proposed Holmes Avenue project. CONSULTANT will obtain and review meeting information and will summarize the meetings and comments received in the CE. If public involvement is required, the CITY may enter into a supplemental agreement with CONSULTANT for related services.

- **Task B-5: Review Feasible Alternates and Prepare the Categorical Exclusion**
  - Prepare Initial Draft CE and Submit to CITY for review.

CONSULTANT will review the design taking into consideration the social, economic, and environmental effects of the No Build Alternative and the one (1) Build Alternative. CONSULTANT will prepare the CE consistent with the requirements of the FHWA and the Council on Environmental Quality (CEQ) guides. CONSULTANT will incorporate the results of the Purpose and Need statement, the alternatives considered and information and results of the technical studies into the CE. Where appropriate, proposed and/or potential mitigation measures will be discussed. CONSULTANT will produce the initial draft of the CE and perform an internal quality review prior to submission of the draft to the CITY and FHWA.

- Revise Draft CE in response to CITY comments and Re-submit.

CONSULTANT will address any comments the CITY may have on the initial draft CE and will re-submit. It is anticipated that no more than two (2) revised submittals to the CITY will be necessary. The initial draft CE will then be submitted to the FHWA for the initial review.

- Revise CE in Response to FHWA Comments.

Following the receipt of comments from the FHWA on the initial draft of the CE, CONSULTANT will revise the draft CE and re-submit the revised version for FHWA review. No more than two (2) submittals are anticipated. Comment disposition documents will accompany each revised submittal.

- Attend two (2) meetings with CITY and FHWA to Discuss Comments.

CONSULTANT will participate in up to two (2) meetings with CITY and the FHWA to review comments on the draft CE.

- Print / Distribute approved CE.

Upon approval by FHWA, CONSULTANT will produce electronic copies of the final version of the CE to be distributed. CONSULTANT will also provide a PDF version of the CE for posting on the CITY's website.

If it is determined that an Environmental Assessment, Environmental Impact Statement (EIS), or a Section 4(f)/6(f) is required, a supplemental agreement between the CONSULTANT and the CITY will be negotiated and entered into in order to provide such additional work.

SECTION 2 – FINAL DESIGN

FIELD SURVEY

The CONSULTANT shall perform field survey(s) according to requirements of the ALDOT Manual on Survey Requirements, revised July 13, 2021. The limits of the field survey shall include a sufficient area and data for the CONSULTANT to perform the tasks as defined in this AGREEMENT.

The CONSULTANT will prepare right-of-way base maps showing property ties and ownership. The latest recorded deeds and preliminary plans showing construction limits and acquired right-of-way will accompany the right-of-way map for use by the CITY in acquiring required rights-of-way.

The CONSULTANT shall be responsible for the development of the required Right-of-Way Tract Sketches and Deeds in accordance with ALDOT and/or CITY policies and practices for acquisitions located in the project area. It is not anticipated that property acquisition will be required west of Jordan Lane.

Work shall be performed by a subconsultant. See Attachment A for further scope of work information.

GEOTECHNICAL INVESTIGATIONS

The CONSULTANT shall perform drilling and sampling in accordance with all AASHTO standards. The CONSULTANT will perform laboratory tests on samples and prepare a formal written Geotechnical report, including a signal pole foundation report as needed at Jordan Lane, in accordance with ALDOT Procedure 398, "Procedure for Conducting Subsurface Investigations and Foundation Reports," using qualified geotechnical engineers and geologists. All holes will be logged by a qualified geologist or engineer and signed by a registered engineer. The CONSULTANT will prepare a Materials Report in accordance with ALDOT Procedure 390, "Procedure for Conducting Soil Surveys and Preparing Materials Reports", and when appropriate, ALDOT Procedure 391, "Falling Weight Deflectometer (FWD) Testing Procedure", and ALDOT Procedure 392, “Pavement Evaluation and Distress (Condition) Survey Procedure".

Work shall be performed by a subconsultant. See Attachment B for further scope of work information.

ROADWAY PLANS

Roadway plans will be developed per ALDOT Plans Preparation Manual, Guidelines for Developing Construction Plans, and Guidelines for Operations. Roadway design will be performed using Microstation (V8i SS 10) and Inroads (V8i SS 2); if roadway design is required in a different software, a supplement will be necessary.

Plans will use the latest ALDOT special & standard drawings, specifications and pay items. One plan assembly will be prepared at a scale of 1"=20' (horizontal) and 1"=2' (vertical). Cross-sections and drainage sections will be prepared at a scale of 1"=10' (horizontal & vertical). Estimates of quantities and construction costs will also be prepared for 30%, 60%, 90%, and 100% plan submittals. It is understood that plans have been developed by others. These plans will be reviewed and modified as needed for constructability as well as cost and conformance with the grant.

Retaining wall design is not anticipated for the project. If it is determined that retaining walls are required, then a supplemental agreement will be needed to perform that design.

Hydraulic analysis and design will be conducted/prepared per ALDOT Hydraulic Manual, FHWA, FEMA, AASHTO standards. In the case of conflicting requirements, the most conservative will govern.

Utility plans showing proposed roadway work and existing utilities will be prepared and submitted to the CITY for coordination with affected utility owners. Utility relocation design is not included in the project scope. If it is determined that utility relocation designs are required, then a supplemental agreement will be needed to perform the designs.

The CONSULTANT will prepare the permit forms required by ALDOT to perform work in the right of way at Jordan Lane (AL 53).

A CBMPP will be prepared and submitted per STATE and ADEM requirements.

Irrigation plans are not included in the project scope.

LIGHTING PLANS

The lighting system will consist of conventional light poles throughout the corridor from Church Street to Broglan Branch (roughly 6,000 linear feet). As directed by the City, the roadway will be illuminated by either decorative or conventional lighting (to be determined once design begins). LED light sources will be utilized.

Lighting calculations will be performed using the AGI32 lighting software developed by Lighting Analysts, latest edition available.

The lighting design will be in accordance with the minimum recommendations of IES RP-8-25, Lighting Roadway and Parking Facilities, and applicable local requirements. Assumed roadway classification for Holmes Avenue is a Minor Arterial. A Medium Pedestrian Area Conflict classification is also assumed. Calculations will include analysis of proposed sidewalks and bike paths showing that IESNA recommendations for vertical and horizontal footcandles are being satisfied.

A single layout will be designed to allow for at least two (2) manufacturer's luminaires to use the same pole locations and mounting heights and still meet or exceed IES and City recommendations. The basis of design will be the Holophane Mongoose and the Cooper Archeon, which are on ALDOT's list of approved luminaires, or as directed by the City.

Material and equipment specified will be per ALDOT specifications.

Deliverables will include PDF's of schedules, lighting layouts and single line diagrams for bidding purposes. Cadd files will be available in Microstation format. Upon request, all project files will be submitted on DVDs or flash drives for each of the following submittals: 60%, 90%, and Final. Project files will include voltage drop calculations, lighting calculations, correspondence, cadd files, and an Engineer's Opinion of Probable Construction Cost based on ALDOT Pay Items and Unit Prices.
Roadway Lighting Assumptions:
Three (3) submittals and one (1) review meeting are anticipated, plus one site visit.
Existing service cabinets / contactors will be utilized.

Excluded from Scope of Services:

- Utility coordination except as noted herein
- Fees associated with Railroad Coordination, ADEM permitting, or any ALDOT permitting.
- FAA Coordination

- Construction Inspection
- Development of Record Drawings

TRAFFIC ENGINEERING

Traffic Signal Design

Volkert will provide traffic engineering professional services to include the completion of a design plan set in adherence and accordance with ALDOT's Traffic Signal Design Guide and Timing Manual for one (1) intersection. That intersection being Alabama State Route 53 (Jordan Lane) and Holmes Avenue.

Volkert's professional services to complete the above noted traffic signal design includes:

60% Traffic Signal Plans

- Traffic Signal Legend
- Traffic Signal and Pole Layout
- Traffic Signal and Pole Layout Details

90% Traffic Signal Plans

- Traffic Singal Notes
- Traffic Signal Legend
- Traffic Signal and Pole Layout
- Traffic Signal and Pole Layout Details
- Basic Traffic Signal Timings
- Traffic Signal Phasing
- Traffic Signal Detection Layout
- Traffic Signal Detection Layout Details

100% Traffic Signal Plans

- Traffic Singal Notes
- Traffic Signal Legend
- Traffic Signal and Pole Layout
- Traffic Signal and Pole Layout Details
- Basic Traffic Signal Timings

- Traffic Signal Phasing
- Traffic Signal Detection Layout
- Traffic Signal Detection Layout Details
- Traffic Signal Quantities

Project Understandings and Assumptions

1. No traffic volumes counts are required as a portion of this scope and fee.
2. No signal warrant analysis is required as a portion of this scope and fee.
3. No intersection operations analysis is required as a portion of this scope and fee.
4. No detailed signal timing(s) to include time of day coordination plans are included as a portion of this scope and fee.
5. No field implementation and/or field adjustments to traffic signal timing plans is included as a portion of this scope and fee.
6. No completion of turn lane warrant(s) (right and left) is included as portion of this scope and fee.
7. Coordination with any regulatory agency is limited to the scope of work.
8. Signal pole and pedestrian signal pole foundation design is not included as a portion of this scope and fee.

SECTION 3 - RIGHT OF WAY APPRAISALS AND ACQUISITIONS

To facilitate the acquisition of rights-of-way, permanent easements, and temporary construction easements, the CONSULTANT will perform the following:

The CONSULTANT shall develop a fully documented real property appraisal report on each parcel impacted by the construction limits, including a personal inspection of each parcel. An independent review of each appraisal report shall also be conducted. This work shall be conducted by Volkert with the assistance from a subconsultant as needed.

The CONSULTANT shall perform property acquisition and negotiation services as necessary, based on the appraisals.

The CONSULTANT shall perform staking of the easements or ROW as needed during the appraisal and acquisition process.

Relocation services are not anticipated on the project.

SECTION 4 – BID LETTING SUPPORT SERVICES

The CONSULTANT shall assist in preparing the bid package utilizing the standard format CITY bid package.

The CONSULTANT shall attend pre-bid and pre-construction meetings.

The CONSULTANT shall provide responses to contractor questions during the bidding phase.

Only one project letting is anticipated for the project.

SECTION 5 – LIMITED CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

The CONSULTANT shall assist in shop drawing and submittal review. Field personnel may be added under a supplemental agreement.

ADDITIONAL SERVICES

The following services are not included in the scope or fee. If these services are needed, a supplemental agreement will be required:

- Irrigation plans
- Utility relocation design
- Field personnel for Construction Engineering and Inspection Services.

CITY RESPONSIBILITIES

As part of the project, the CITY agrees to provide:

- All services including advertisement, scheduling & locations for public & stakeholder meetings.

- All communications for bidding.
- The CITY will be responsible for any aerial or construction easements acquisitions from Norfolk Southern railroad.
- Coordination for any site development along project route.

Exhibit B

FEE PROPOSAL

Holmes Ave Streetscape

City of Huntsville

1. NEPA Documentation (Environmental and Corridor Study)	$158,954.00
2. Final Design	
a. Field Survey (Topographic survey, tract sketches & deeds)	$80,850.00
b. Geotechnical Investigations (Materials Report)	$31,852.00
c. Roadway Plans and Specifications	$355,451.00
3. Right of Way Appraisals and Acquisitions	$457,387.00
4. Bid Letting Support Services	$8,000.00
5. Construction Engineering and Inspection Services	$10,000.00
PROJECT TOTAL (Lump Sum)	**$1,102,494.00**

Attachment A

Halliburton Surveying & Mapping, Inc.

Mailing Address:
P.O. Box 18652
Huntsville, AL 35804

Physical Address:
510 Andrew Jackson Way NE
Huntsville, AL 35801

February 6, 2026

Attention: Mr. Rob Vermillion, PE
Volkert, Inc.
3535 Grandview Parkway, Suite 600
Birmingham, AL 35243

Reference: Holmes Avenue Streetscape
Huntsville, AL

Mr. Vermillion:

As requested, please find the enclosed proposal for professional services associated with Land Surveying services for the Holmes Avenue Streetscape project.

Feel free to contact me should you have any questions and/or comments. Thank you again for the opportunity and I look forward to hearing back from you.

Best regards,

Halliburton Surveying & Mapping, Inc.

William R. Blackwell, PLS

COO

Attachment A

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between **HALLIBURTON SURVEYING & MAPPING, INC**, ("Surveyor") and the **VOLKERT, INC.** ("Client") as of this _____ day of _____ in the year _____.

RECITALS

WHEREAS, Surveyor is in the business of surveying real property; and

WHEREAS, subject to the terms and conditions of this Agreement, Client desires Surveyor to provide the services set forth on Attachment A;

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

Article 1 Scope of Services.

Surveyor shall provide Client with services in connection with the Project as described in Scope of Services (Attachment A). Surveyor shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.

Article 2 Payment for Services.

Client shall compensate Surveyor for services rendered according to the Fee Schedule (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion, and are subject to escalation in accordance with the Fee Schedule.

Article 3 Payment Terms.

Client agrees to pay all fees within 30 days of the date of the invoice. Balanced more than 10 days over-due will be assessed an interest rate of 1% per month. Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs and reasonable attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

Article 4 Modifications and Adjustments.

If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Surveyor, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of Surveyor and Client.

Article 5 Indemnification.

The Client shall indemnify, defend, and hold harmless Surveyor from all losses, damages, costs and expenses which Surveyor may suffer or sustain which result from acts or omissions of the Client, its contractors, agents, employees or any other persons (except Surveyor's own employees and agents) at the site.

Article 6 Limitation of Liability.

LIABILITY OF SURVEYOR, IF ANY, AS A RESULT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL CHARGES PAID BY THE CLIENT TO SURVEYOR DURING THE PERIOD OF THIS AGREEMENT. SURVEYOR WILL NOT BE LIABLE FOR DAMAGES WHICH ARE INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SURVEYOR HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES INCLUDE, BUT MAY NOT BE LIMITED TO, SUCH ITEMS AS LOSS OF PROFITS, LOSS OF INCOME, DAMAGES TO BUSINESS REPUTATION.

Article 7 Rights and Benefits.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Surveyor, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Surveyor and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Surveyor in conjunction with the services provided under this Agreement shall remain the sole property of Surveyor.

Article 8 Applicable Law.

The terms and conditions of this Agreement shall be governed by the law of the State of Alabama without regard to conflicts of law principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama in each case located in the city of Huntsville and County of Madison, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

- SIGNATURES ON FOLLOWING PAGE -

Attachment A

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CLIENT
VOLKERT, INC.

By: _____

Print: _____

Title: _____

Date: _____

SURVEYOR
HALLIBURTON SURVEYING & MAPPING, INC.

By: William R. Blackwell

Print: William R. Blackwell

Title: COO

Date: 02/06/2025

The Alabama Board of Licensure for Professional Engineers and Land Surveyors Qualification Based Selection Requirements prohibits engineers and land surveyors from "**bidding**" professional services. Due to these requirements, the consultant must first be chosen based on the firm's qualifications prior to submitting a fee proposal. By submitting this proposal, Halliburton Surveying and Mapping, Inc. assumes that it has been selected to provide the services included. If this is not the case, the addressee of this letter should treat this letter and its contents as a scope description and fee estimate, which can be clarified and edited at a later date.

ATTACHMENT A

SCOPE OF SERVICES

BASE TASK 1- CONFIRMATION OF DATA PROVIDED BY OTHERS

1. Halliburton Surveying & Mapping (HSM) shall tie into the previous surveyors (Schoel) information to confirm the plans provided to HSM matches what is on the ground for the route along Holmes Avenue from Jordan Lane to Church Street.

TASK 2- REVIEW/PLOT CURRENT DEED OF PROPERTY WHERE THE PROPOSED TAKING IS NEEDED

1. HSM shall research and plot the existing deed referenced in the Madison County Tax Assessors Office of the subject property where the proposed taking is needed.
    a. Surveyor estimates approximately 40 as the anticipated number of tracts.

TASK 3- TRACT SKETCHES AND PROPERTY DESCRIPTIONS

1. HSM shall prepare tract sketches and legal descriptions for the Holmes Avenue Streetscape Project.
    a. Surveyor estimates approximately 40 as the anticipated number of tracts.
2. Deliverables shall include an AutoCAD file, word documents, and pdf of the sketches and descriptions.

TASK 4- STAKING OF PROPOSED EASEMENTS/R.O.W.

1. HSM shall stake the proposed Easement or R.O.W. needed for acquisition for the property owner to see.
    a. Surveyor estimates approximately 40 as the anticipated number of tracts.
    b. Assumption is each lot will be staked one time for a total of 40.

GENERAL ASSUMPTIONS AND REQUIREMENTS:

- Client shall provide site access including private property and gates/fenced in areas as required to perform the work as requested within the scope of this project and that Surveyor may enter the subject property without further notice if this agreement is executed.
- Any recorded/unrecorded documents client has or receives.
- Surveyor assumes no responsibility or liability for the location/determination of the right-of-way. This information has been provided to surveyor by the client and the City of Huntsville to use in preparation of the Property Descriptions.

SCHEDULE:

To be discussed and agreed upon with client.

EXCLUSIONS:

The following items are not included in the Scope of Services:

- Signing any client or 3rd party contract agreements.
- Application/Submission and Recording Fees
- Any coordination efforts to obtain owner and/or mortgage holder signatures, the Title Opinion from Clients attorney, platting meetings, including, but not limited to, attending meetings, conference calls, teams or similar meetings, mailing plat to owner(s) or lender, etc.
- Postage/Mailing Fees for Signatures (if required)
- Subdivision Application/Recording Fees, Attending Meetings
- Subdivision Platting
- ALTA/NSPS Land Title Survey
- Any Title Research
- Boundary Survey
- Topographic Survey
- Locating Individual Trees
- As-Built Survey
- Private Utility Locate/GPR
- Roll Map
- Surveying in active drive lanes/roadways
- Elevation Certificates
- More than 1 mobilization or restake of proposed easements/R.O.W.
- Submittal/Approval of LOMR/LOMR-F to FEMA and other regulatory agencies. It is the surveyors understanding the client or the client's engineer will submit formal letters/applications, etc. and be responsible for all correspondence to FEMA and/or the local Municipality's CFM.
- R.O.W., Easement Vacation request, Annexation documents.
- Rezoning, variance or other matters not specifically mentioned herein above.
- If a potential overlap, gap or gore is discovered upon the performance of the survey, the surveyor reserves the right to stop work until the issue(s) gets resolved. Any requested work performed to resolve these potential issues is considered additional services.
- Creation of a new legal description(s) and/or associated exhibits except as included above.
- Depth of underground utilities with the exception of Sanitary Sewer Manholes, Storm Sewer Manholes and Storm Pipes.
- Any activities not associated within the Scope of Services as defined herein above.

Attachment A

ATTACHMENT B

FEE SCHEDULE

Client shall compensate Surveyor for services rendered in accordance with the following options:

FIXED FEE

BASE TASK 1: CONFIRMATION OF DATA/PLANS PROVIDED BY OTHERS - LUMP SUM - $13,000.00

TASK 2:
REVIEW/PLOT OF CURRENT DEED OF SUBJECT PROPERTY WHERE THE PROPOSED TAKING IS NEEDED - PER TRACT - ESTIMATED 40 TRACTS AT $300.00 PER TRACT - LUMP SUM $12,000.00

TASK 3:
TRACT SKETCHES AND PROPERTY DESCRIPTIONS - PER TRACT - ESTIMATED 40 TRACTS AT $800.00 PER TRACT - LUMP SUM $32,000.00

TASK 4:
STAKING OF PROPOSED EASEMENTS/R.O.W. - PER TRACT - ESTIMATED 40 TRACTS AT $500.00 PER TRACT- LUMP SUM $20,000.00

Note 1: Surveyor may invoice after the completion of each Task listed above. Surveyor may stop work for future phases until payments are received for invoiced work.

Note 2: Surveyor and Client both agree that in the unlikely event of stop-work for the project, that the Client understands and agrees that the Surveyor may invoice for the estimated completion percentage of the project at the time the stop-work determination is made.

HOURLY RATES AND MATERIALS:

Client shall compensate Surveyor for services rendered in accordance with the following hourly rates for any additional services requested in writing:

Principal Land Surveyor ..... *$275 / hour*
Senior Project Manager ..... *$225 / hour*
Project Manager ..... *$175 / hour*
Project Land Surveyor ..... *$155 / hour*
Assistant Project Manager. ..... *$150 / hour*
Land Surveyor-in-Training (LSIT). ..... *$135 / hour*
Survey CAD Technician. ..... *$115 / hour*
Drone & Laser Scanning Software Processer. ..... *$170 / hour*
Cost Accountant ..... *$115 / hour*
Intern/Co-op ..... *$80 / hour*
Administrative or Courier ..... *$75 / hour*

Attachment A

*1-Man Field Survey Crew ..... $175 / hour
*2-Man Field Survey Crew..... $225 / hour
*3-Man Field Survey Crew..... $260 / hour
Private Utility Locating..... $1,160 / half day (minimum)
Survey-grade aerial LiDAR sensor..... $3,800 / half day (minimum)
**Terrestrial Laser Scanning ..... $1,560/ half day (minimum)
***1 arc second accuracy total station..... $28 / hour
****Multi-Constellation GPS Base & Rover.... $29 / hour
Mileage..... Per Current Government Mileage Rate
Printing Black & White (11" x 17")..... $1.00 / sheet
Printing Black & White (18" x 24")..... $2.60 / sheet
Printing Black & White (24" x 36")..... $4.40 / sheet
Printing Black & White (30" x 42")..... $5.80 / sheet
Wooden Survey Stakes..... $1.30 / stake
Survey Hubs/Mag Hub Nails..... $0.60 / hub/nail
1/2 inch x 18 inch rebar..... $3.50 / rebar
Paint Can..... $10.00/ can
Survey Flagging..... $8.00 / roll
Survey Control Caps..... $0.85 / cap
Mag or Masonry Nails..... $0.40 / nail
Tacks..... $0.20 / tack
Markers..... $3.00 / marker

*Standard field crews are equipped with a truck, total station, auto-level and network GPS technologies.
**Terrestrial Laser Scanning hardware collects up to 2,000,000 points per second.
***Utilization of a 1" accuracy total station is an additional fee to any labor category
****Utilization of a multi-constellation GPS base/rover is an additional fee to any labor category
Note: Additional project reimbursable expenditures will be cost of item + 20%.
Note: Any services provided after December 31, 2026 are subject to a 4% yearly escalation.
Payments made by credit card will incur a 3% service fee.

Attachment B

February 6, 2026

Volkert, Inc.
200 Clinton Avenue West, Suite 250
Huntsville, Alabama 35801

ATTN: Mr. Rob Vermillion, P.E.

SUBJECT: Proposal for Geotechnical Engineering Study
Holmes Avenue Corridor Streetscape
Huntsville, Alabama
GTEC Proposal No. P-00862 Rev. 1

Ladies and Gentlemen,

GTEC, LLC is pleased to provide this proposal for a Geotechnical Engineering Study for the above referenced project in Huntsville, Alabama. Project information was provided by Mr. Rob Vermillion via telephone and email correspondence on December 11, 2025. A revision was requested to include traffic pole signals in the study. This revised proposal describes the site and presents a planned scope of services, fee, and anticipated schedule.

PROJECT INFORMATION

GTEC understands that Volkert is assisting the City of Huntsville with the civil designs for streetscape improvements along the Holmes Avenue corridor. The project will entail approximately 3.25 miles from Sparkman Drive to Spragins Avenue. Improvements will consist of a mill and resurfacing, intermittent widenings of Holmes Avenue, widening the radii for 8 side streets, an 8-foot wide concrete multi-use path, and sidewalks ranging from 5 feet to 6 feet in width. At this time, improvement layouts, typical sections, and traffic counts have not been provided. Our scope may need to be revised once design drawings are developed. We understand the need to replace signal poles at Holmes Avenue will be determined as the project progresses; therefore, our scope includes geotechnical exploration and recommendations for signal poles if needed.

GTEC further understands that Alabama Department of Transportation (ALDOT) pay items and specifications will be used, but our materials report will not be reviewed by ALDOT. GTEC's proposed scope does not include recommendations for slope studies or retaining walls.

SCOPE OF SERVICES

The purpose of our study is to explore the subsurface conditions and groundwater levels in order to provide recommendations for construction planning. To accomplish this objective, we have developed the following scope of services.

We will contact Alabama One Call prior to the performance of our field services. The utility location services will only mark registered public utility lines; therefore, we will need assistance in locating private lines or underground structures.

Field Activities

Test locations will be marked using a hand-held GPS unit. If a topographic survey is provided, boring elevations can be estimated by interpolating between contour lines. If more accurate location and elevation are needed, we recommend our test locations be surveyed.

GTEC proposes to provide traffic control for field work within the existing roadways. We will provide traffic control signage, cones, and flaggers for one-way thru lane closures of Holmes Avenue during our field work. If required, we plan to close the right turn lanes at Jordan Lane for signal pole borings.

GTEC proposes to perform a combination of falling weight deflectometer (FWD) testing and asphalt coring along the existing roads to assess the in-place structural coefficient of the existing asphalt. FWD testing will be performed at 200-foot intervals along each lane of the roadways. At selected FWD test locations, GTEC will collect fourteen (14) asphalt cores to verify the results of FWD testing. The existing asphalt and base thickness will be measured at each core location. After removal of the existing asphalt and base, Dynamic Cone Penetrometer (DCP) testing will be performed in accordance with ASTM D6951 on the exposed subgrade. Grab samples of the subgrade soils will be collected for visual and laboratory classification testing.

GTEC will visually observe and record the existing pavement areas for pavement distress such as cracks, potholes, and oxidation. Photographic documentation of the distresses will also be performed during the visual survey.

In proposed widening areas and at 500-foot intervals for the multi-use path, GTEC will perform soil test borings using hand auger tooling. DCP testing will be performed in accordance with ASTM D6951 to a depth of 2.5 feet. Topsoil thicknesses will be recorded at each location. Hand augers will be used to collect grab samples beneath the topsoil at select locations.

If the final design layout requires the relocation of existing traffic signals at the Jordan Lane intersection, GTEC proposes to explore subsurface conditions with four (4) soil test borings during this study. Each boring will be advanced to a depth of 20 feet or refusal, whichever occurs first. Standard penetration tests (SPT) in accordance with ASTM D1586 will be conducted in conjunction with the soil test borings. The SPT tests will be performed at 2-½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter to boring termination or auger or SPT refusal. Relatively undisturbed thin-walled tube samples will be collected at select intervals in accordance

with ASTM D1587. Pocket penetrometer readings may be taken on each sample and recorded on the Boring Log. Upon completion, subsurface water will be measured and recorded in each borehole, and the borehole will be backfilled with soil auger cuttings.

A member of our staff will supervise the field activities and visually classify the soil samples in general accordance with ASTM D2488, the Standard Practice for Description and Identification (Visual-Manual Procedure). Based on the anticipated conditions, we plan to perform the following laboratory tests on select samples:

- Natural Moisture Content (Soil), ASTM D2216
- Atterberg Limits, ASTM D4318
- Unconfined Compressive Strength of Soil, ASTM D2166

Materials Report

After our analyses are complete, we will issue a written report describing the exploration and outlining our recommendations. The report will include the following:

- Our understanding of the planned project,
- A summary of existing site conditions, site geology, and topography,
- Records of field tests outlining the materials encountered at the test locations,
- Results of laboratory tests performed to provide information regarding the engineering characteristics of the subsurface materials,
- Recommendations for site grading for road widening and the multi-use path, including the possible need for undercut and replacement,
- Mill and overlay recommendations,
- Pavement thickness recommendations for widening areas,
- A recommended build-up for the multi-use path, and
- Groundwater concerns, if encountered.

Signal Pole Foundation Report

If existing traffic signals at the Jordan Lane intersection are required to be relocated, recommendations for signal pole foundations will be provided including axial capacity and L-Pile parameters.

CLIENT RESPONSIBILITIES

To assist with fulfilling our proposed scope of services, GTEC requests the following:

- Plans and Specifications: GTEC has been provided a KMZ file with a footprint of the project limits and a Materials Report dated June 12, 2019. GTEC requests the client send current and updated drawings as the project progresses. Documents should include as much information as possible including, but not limited to, dimensions, site layout, survey data, traffic loadings, and grading plans.

- Field Work Scheduling and Site Access: GTEC requests the client provide any special instructions for site access, such property owner coordination, lane closure notifications, or any other site access concerns limiting GTEC personnel and subcontractors from accessing the site.
- Utilities: GTEC requests the client send utility drawings or coordinate approval of proposed test locations prior to field work.

FEE AND SCHEDULE

At this time, we propose our services described for a lump sum fee of $30,330.50. Services not included in the scope can be added at our prevailing unit rates. We will schedule field activities upon receipt of this contract authorized by signature below and provide the planned dates of services. Final reports will be issued within six to seven weeks of authorization. This proposal is valid if accepted within 60 days of issuance.

AUTHORIZATION

Should this proposal meet your objectives, please sign, date, and return. Signed authorization will constitute acceptance of the fee, schedule, and General Terms and Conditions, which are included with this proposal. Any modification to this proposal, the fee, schedule, or General Terms and Conditions must be accepted by both parties.

To Authorize this Proposal, please sign below:

Printed Name/Title	Company Name
Signature	Billing Address
Date	Accounts Payable Email Address

Attachment B

CLOSING REMARKS

We appreciate this opportunity to be of service and look forward to working with you on this project. If you have any questions regarding this proposal or would like to discuss the proposed scope and budget, please do not hesitate to contact GTEC.

Respectfully,
GTEC

Cesar G. Castillo, E.I.
Project Manager

Rachel T. Finch, P.E.
Senior Engineer

Attachments: General Terms and Conditions

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: Volkert, Inc.
- Doing business as (if applicable): _____.
- City of Huntsville current taxpayer identification number (if one has been assigned): _____

B. **Type of Ownership.** Indicate the form of ownership by checking the appropriate box below:

- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Partnership (LLP) (Articles of Organization)
- ☒ Corporation (Articles of Incorporation)
- ☐ Limited Liability Company (LLC) – Single Member (Articles of Organization)
- ☐ Limited Liability Company (LLC) – Multi-Member (Articles of Organization)
- ☐ Other, please explain _____.

C. **Proof of Ownership.** For each business entity, you *may* be required to provide proof of ownership by submitting a copy of the *recorded* formation documents referenced above. You shall be required to provide such documents if you cannot provide the entity i.d. number specified in paragraph D below

D **Immigration Law.** Please note that each owner who is an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or a sole member of a single member limited liability company, must provide proof of U.S. Citizenship or lawful alien presence in accordance with Ala. Act 2011-535. In the case of any form of a partnership, please provide a copy of the Partnership Agreement or other appropriate documentation evidencing the names of each individual who is a partner in the partnership.

E. **Corporate Registration or Other Business Type Entity I.D. Number**

- If a domestic entity registered with the Alabama Secretary of State, provide the state assigned entity i.d. number: 019-440.
- If a foreign entity (incorporated or organized outside of Alabama) and registered with the Alabama Secretary of State, provide the state issued entity i.d. number: _____.
- If a foreign entity (incorporated or organized outside of Alabama) and the entity is not registered with the Alabama Secretary of State, provide the entity i.d. number (or other similar number by whatever named called) assigned by the state of incorporation or organization: _____

* Please note that failure to complete this form may result in a delay in the ability to issue your license and may result in penalties for late

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 subconsultants 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

- A preliminary list of all permits to be obtained with associated fees.
- An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
- Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.
- 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 ensure that funding limitations are not being exceeded and to ensure 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 Officers (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

Exhibit B

PROPOSED RATES FOR VOLKERT, INC.

These rates will remain in effect for the duration of the Holmes Ave SS4A project.
Contract duration is anticipated to be 4 years.

POSITION	HOURLY BILLING RATE W/DIRECTS
Principal	$ 396
Supervisor	$ 323
Project Manager	$ 290
Staff 2 Engineer	$ 243
Staff 1 Engineer	$ 206
Environmental	$ 243
Senior Designer	$ 200
Designer	$ 190
Technician	$ 180
Drafter	$ 180
Senior Inspector	$ 283
Level 2 Inspector	$ 233
Level 1 Inspector	$ 186
Administrative Assistant	$ 127
Real Estate Specialist	$ 167

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:	February 13, 2030	

shall coincide with the duration of the construction contract for the project.

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 5) 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
Halliburton Surveying & Mapping, Inc. P.O. Box 18652 Huntsville, AL 35804	Field Survey (Topographic Survey, tract sketches & deeds)	$80,850.00
GTEC, L.L.C. 4890 University Drive Square Suite 2 Huntsville, AL 35816	Geotechnical Investigations (Materials Report)	$31,852.00
	SUB-TOTAL	$112,702.00
	TOTAL	$112,702.00

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 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 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:_____

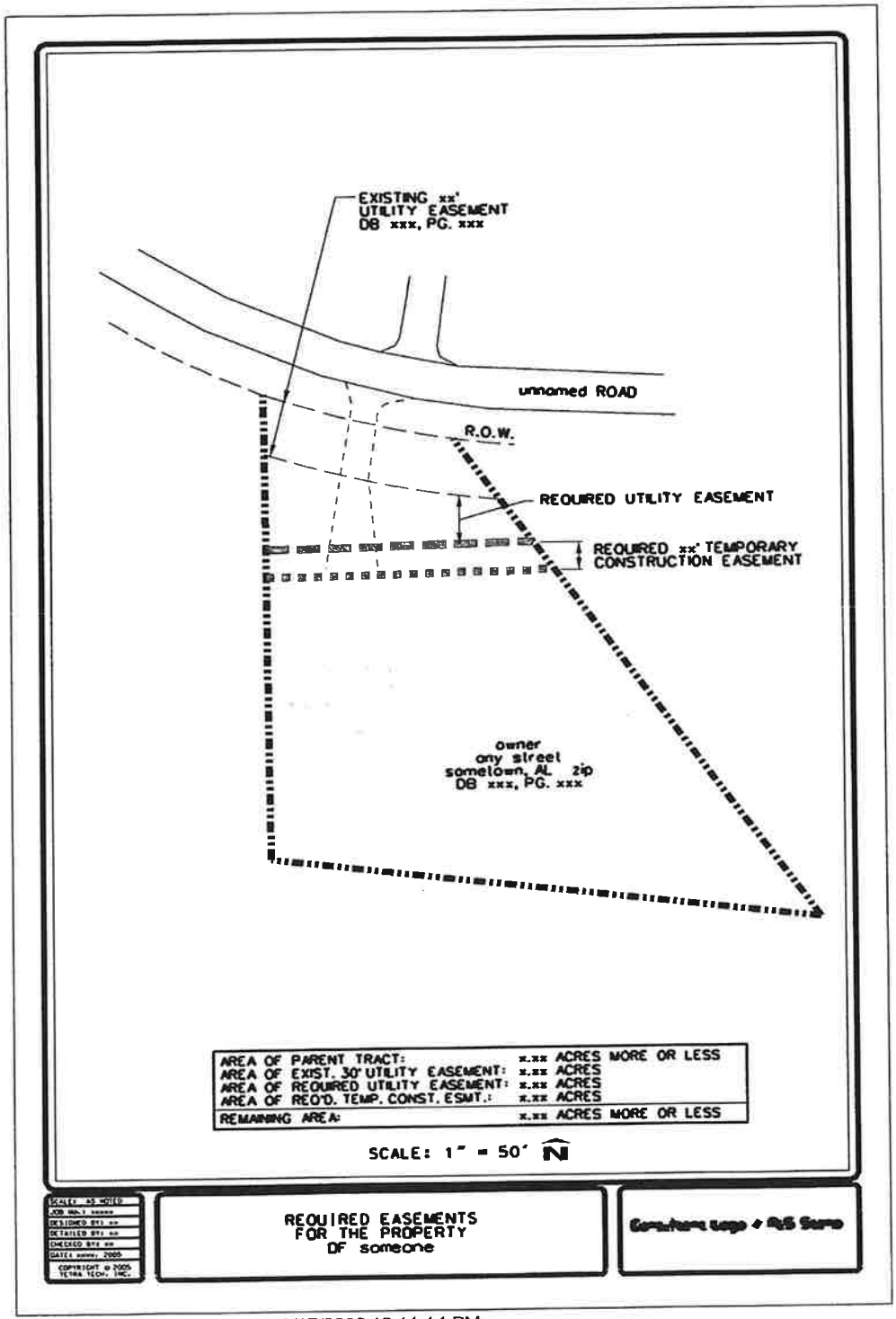
BY:_____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON:_____ PHONE:_____
OFFICE CONTACT PERSON:_____ PHONE:_____

DATE:_____

ATTACHMENT 11

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 benchmarks, 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:** 2/12/2026 **File ID:** 2026-143

Department: Engineering

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and GTEC, LLC, for Engineering Design Services for PARC Pre-Engineered Bridge Design, Project No. 71-26-BR01.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-528006-00000000-
City Cost Amount: $69,450.00
Total Cost: $69,450.00

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:
An engineering design contract with GTEC for structural foundation and abutment design for three (3) precast pedestrian bridges across Pinhook Creek as part of the PARC project. Lump Sum amount of $69,450.00.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6519

Department: Engineering

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and GTEC, LLC, for Engineering Design Services for PARC Pre-Engineered Bridge Design, Project No. 71-26-BR01.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-528006-00000000-
City Cost Amount: $69,450.00
Total Cost: $69,450.00

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:
An engineering design contract with GTEC for structural foundation and abutment design for three (3) precast pedestrian bridges across Pinhook Creek as part of the PARC project. Lump Sum amount of $69,450.00.

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 GTEC, LLC, in the amount of SIXTY-NINE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS ($69,450.00) for Engineering Design Services for PARC Pre-Engineered Bridge Design, Project No. 71-26-BR01, 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 GTEC, LLC, for Engineering Design Services for PARC Pre-Engineered Bridge Design, Project No. 71-26-BR01," consisting of a total of nineteen (19) pages, plus thirty-one (31) additional pages consisting of Attachments 1-16, and the date of February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

GTEC, LLC

FOR

ENGINEERING DESIGN SERVICES

FOR

PARC PRE-ENGINEERED BRIDGE DESIGN

Project ID Number 71-26-BR01
February 12, 2026

President of the City Council of the City of Huntsville, Alabama
Date: February 12,2026

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AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA
AND
GTEC, LLC
FOR
ENGINEERING DESIGN SERVICES
FOR
PARC PRE-ENGINEERED BRIDGE DESIGN
Project ID Number 71-26-BR01

THIS AGREEMENT made as of the 12th day of February in the year 2026, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GTEC, 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 PARC Pre-Engineered Bridge Design, 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 PARC Pre-Engineered Bridge Design.

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 The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.

2.5 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.

2.6 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.

2.7 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.

2.8 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 February 13, 2026. The final completion date for the completion of design services as outlined in Article 2 shall be May 14, 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 SIXTY-NINE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS ($69,450.00) 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	$69,450.00
TOTAL CONTRACT AMOUNT:	**$69,450.00**

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:
GTEC, LLC

BY: _____
Rachel T. Finch

TITLE: Senior Engineer

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 January 5, 2026, from Cesar Castillo and Rachel Finch to Alan Clements and attachments).

January 5, 2026

City of Huntsville – Engineering
305 Fountain Circle
Huntsville, Alabama 35801

ATTN: Mr. Alan Clements, P.E.

SUBJECT: Proposal for Design Services
PARC Pre-Engineered Pedestrian Bridges
Huntsville, Alabama
GTEC Proposal No. P-00906

Ladies and Gentlemen,

GTEC, LLC is pleased to provide this proposal for design services for the above referenced project in Huntsville, Alabama. Project information was provided by Mr. Alan Clements with the City of Huntsville during telephone conversations in November and December of 2025. This proposal describes the site and presents a planned scope of services, fee, and anticipated schedule.

PROJECT INFORMATION

GTEC, LLC understands the City of Huntsville is requesting structural design services for three proposed pre-engineered pedestrian bridges for the Pedestrian Access and Redevelopment Corridor (PARC). GTEC is providing geotechnical design services to Garver for these bridges. GTEC has also provided design services for the retaining walls of the proposed channel improvements. The following table summarizes the location, length, and required path width for the bridges.

Bridge	Location	Length (ft)	Width (ft)
Pedestrian 1	Spring Branch STA 23+33.77	170	14
Pedestrian 2	Spring Branch STA 32+52.35	180	14
Pedestrian 3	Broglan Branch Terminus	155	14

Pre-engineered, single-span bridges will be purchased by the City of Huntsville for the bridges. We understand Contech® Engineered Solutions (Contech®) or Pioneer Bridges, is the preferred superstructure designer and manufacturer for the three bridges. The City of Huntsville has requested GTEC provide a proposal for design of the proposed foundation and abutment walls for the bridges.

Based on our review of Contech® pedestrian bridge information, the design width for their truss bridges is 12 feet, and their Capstone®, Connector®, and Keystone® truss bridges can support pedestrian loads and concrete decking for lengths up to 200 feet.

SCOPE OF SERVICES

GTEC is proposing design services for the proposed bridge foundations, abutments, and wing walls connecting the abutments to the proposed channel walls.

If there is a sufficient delay between construction of the proposed channel walls and bridge construction, it may be feasible to support the bridges on shallow spread footings. Our design services include evaluating the potential for this design option and the required construction delay between the two phases.

GTEC proposes to subcontract Live Oak Engineering for the foundation and abutment design of the three proposed pedestrian bridges. At this time, reactions and displacements at the bridge bearing connections are not available. Our design team can estimate these reactions for our design; however, we will need to review the loads and displacement tolerances once the pre-engineered bridge design is finalized.

CLIENT RESPONSIBILITIES

To assist with fulfilling our proposed scope of services, GTEC requests the following:

- Plans: GTEC has been provided the design bid set for *PARC Along Pinhook Creek* (Project Reference No. RAISE-NAE-4523(252)), dated October 3, 2025 by Garver. GTEC requests updated drawings be provided if changes are made to the design layout.
- Bridge Design: GTEC used the provided bid set to estimate the required bridge lengths as shown in the Project Information section. GTEC requests the City of Huntsville coordinate the selection of a preferred superstructure bridge design (by Contech® or alternative designer), including the resultant loads at the bridge abutment.

FEE AND SCHEDULE

At this time, we propose our services described for a lump sum fee of $69,450.00. Services not included in the scope can be added at our prevailing unit rates. We will schedule field activities upon receipt of this contract authorized by signature below and provide the planned dates of services. Final reports will be issued within four weeks of authorization. This proposal is valid if accepted within 60 days of issuance.

LIVE OAK
ENGINEERING

EVERY GREAT OAK STARTS AS AN ACORN

Scope of Structural Design Services:

Dear Mrs. Finch:

We are pleased to submit this proposal to provide structural engineering services for the above-referenced project. This proposal will remain open for acceptance for one month from the date above.

As we understand it, the project consists of three pre-engineered steel framed pedestrian bridges (not designed by LOE). LOE's design responsibility will be limited to the bridge foundations and cast in place retaining walls. Our design will be based on foundation reactions provided by the bridge supplier. At the time of this proposal preliminary reactions have been provided by Pioneer Bridges for one of the bridge spans. Live Oak will use this provided loading as the basis of our design. Prior to foundation installation final engineered reactions shall be provided to Live Oak for review and modification to our design.

Compensation for our services shall be a lump sum fee of $45,000 (Forty-Five Thousand Dollars). Our reimbursable expenses will be invoiced as noted in Exhibit B. If the services covered by this agreement have not been completed within 24 months of the date hereof, through no fault of LOE, the remaining fees shall be escalated at the rate of 4% per year.

For this fee, LOE will provide the following services for this project:

1. Structural design and drawings, including structural plans, sections, details and notes as required for the scope described above.
2. Structural specifications in reproducible form, in a reasonable format.
3. Structural submittal review in electronic (PDF) format.
4. Assist in addressing GC requests for information.
5. Review of Testing Agent's materials testing and inspection reports.
6. Assist with determining whether non-conforming work should be rejected.
7. Assist in reviewing change order requests.
8. Limited site meetings/field observations, as requested (maximum of three site visits included in the fee above).

The following items are excluded from the scope of this project:

1. Design or specification of temporary shoring.
2. Special Inspection as defined in Chapter 17 of the International Building Code
3. Project Peer Review
4. Formal calculation package

LOE is capable of providing some of the above excluded services as part of a more comprehensive structural evaluation. Please let us know if you would like LOE to perform some or all of those currently-excluded services, and we will then submit a separate proposal with a revised scope of services and fee arrangement.

This proposal is based upon the assumptions listed in this proposal. Please inform us if any assumption is incorrect, or if the project scope changes, so that we may revise our proposal. If at any time the project criteria and/or scope deviate from the above description, our stated fee shall be subject to renegotiation.

We have not yet been provided with a project schedule, but we anticipate that the structural construction documents can be completed in stages (concurrent with the other design team members) according to a mutually agreeable design schedule. This schedule shall be subject to renegotiation if progress is delayed by situations beyond the control of LOE, including but not limited to Owner-requested changes or Owner-delayed approvals.

We look forward to working with you on this project.

LIVE OAK
ENGINEERING

EVERY GREAT OAK STARTS AS AN ACORN

Structural Engineer:
Live Oak Engineering, Inc.
100 Washington St NE, Suite 2B
Huntsville, AL 35801

Client:
GTEC Corp
4890 University Square
Huntsville, AL.

Project No.:	TBD
Proposal Date:	02/02/2026
Project Name:	PARC Bridge Foundations
Location of Project:	Huntsville, AL
Discipline:	Structural
Project Manager:	Ryan Carpenter
Terms and Conditions:	See Exhibit A
Billing Type:	Fixed Fee
Fee/Estimate:	$45,000
Hourly Rate:	See Exhibit B

Offered by (LOE):

Ryan K Carpenter
(signature)

Ryan K Carpenter, PE
Structural Department Lead

Accepted by (Client):

(signature) (date)

(printed name/title)

LIVE OAK
ENGINEERING

EVERY GREAT OAK STARTS AS AN ACORN

Exhibit B
Hourly Rate Schedule:

Staff	Rate per hour
Principal Professional Engineer	$225
Engineer IV	$175
Engineering III	$150
Engineer II	$120
Engineer I	$110
CAD Designer III	$120
CAD Designer II	$95
CAD Designer I	$80
CAD Technician II	$70
CAD Technician I	$60
Student Intern-Engineer	$55
Administrative Assistant	$55

Reimbursable Expenses

Expenses are separate and in addition to any fee amount stated above. Billing will be submitted monthly for expenses incurred, as follows:

1. Project Related Mileage will be invoiced at $0.725 per mile
2. Printing and delivery charges will be invoiced at a direct expense.

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): GTEC, LLC dba GTEC
- City of Huntsville current taxpayer identification number (if available): 60108
  (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: 000-574-634 AL
☐ 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: John W Corbell Title (if applicable): COO

Type or legibly write name: John W Corbell Date: Nov. 29, 2022

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

GTEC

UNIT RATE SHEET 2026

Personnel Rates		Rate
T1	Field Technician	$65 hourly
T2	Senior Field Technician	$75 hourly
A1	Administrative Personnel	$75 hourly
SI1	Special Inspector	$85 hourly
S1	Steel Inspector	$85 hourly
S2	Senior Steel Inspector	$110 hourly
P1	Staff Professional/Associate Project Manger	$115 hourly
P2	Project Professional/Associate Project Manger	$130 hourly
P3	Project Manager/Engineer	$140 hourly
P4	Senior Engineer, Registered / Senior Project Manager	$180 hourly
P5	Principal Engineer	$200 hourly

Additional Services/Equipment Charges		Rate
N1	Nuclear Gauge, Concrete, Foundation Equipment Rental	$50 day
FF1	Floor Flatness and Levelness Device	$375 day
C1	Coring Equipment (Core Machine, Generator, and Patch)	$250 day
M2	Daily Vehicle Charge (in addition to trip/mileage charge for FT projects)	$50 day
M3	Trip Charge in Lieu of Mileage (inside Madison County)	$60 Trip
M1	Mileage (Portal to Portal)	$0.84 mile

Lab Tests		Rate
L1	Moisture Content	$20 each
L2	Atterberg Limits, ASTM D423 and D424 (dry prep)	$100 each
L3	Standard Proctor compaction test, ASTM D698	$150 each
L4	Modified Proctor compaction test, ASTM D1557	$165 each
L5	Proctor Correction for oversize particles	$100 each
L6	No. 200 Wash	$100 each
L7	Sieve Analysis w/200 wash	$165 each
L8	Unconfined Compression of Soil, ASTM D2166	$135 each
L9	Stone Proctor- Standard effort	$200 each
L10	Stone Proctor- Modified effort	$280 each
L11	Concrete cylinders, lab cure, compressive test & report	$27 each
L12	Compressive strength of mortar or grout prism	$40 each
L13	Flexural strength of concrete beam	$75 each
L14	Compressive strength of core samples	$75 each
L15	CBR, with compaction curve (ASTM D-1883), three points	$685 each
L16	Moisture Vapor Testing, each sample/kit	$80 each
L17	Concrete cylinders, lab cure, compressive test & report (Made by others)	$40 each

Photography & Technology Services		Rate
PT1	Construction Progress Aerial Photography by Plane, Monthly (10th or 24th of the month)	$395 Flight
PT2	One-time Aerial Photography by Plane, per site (1st or 15th of the month)	$600 Flight
PT3	Drone Photography, per site	$395 Visit
PT4	Time Lapse Photography, per site (1 Camera)	$500 Month
PT5	FLIR Photgraphy	$800 Visit
PT6	Utility & Waterway Photgraphy	$800 Visit

Construction Stormwater Permitting/Inspecting		Rate
E1	CBMPP & NOI Submittal (does not incl. permit fee)	$2,150 each
E3	NPDES Monthly Service, per inspection (typical site within 30 miles of GTEC office)	$385 insp
E6	NPDES Notice of Termination	$485 each

Note:

* Time over 8 hours per day, 40 hours per week, Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.
* Additional project specific tests can be priced upon request.
* A minimum of 4 hours will be charged per trip for any work performed.
* These rates remain in effect for the duration of the project.

4890 University Drive, NW Suite 2 Huntsville, AL 35816
info@gteccorp.com | www.gteccorp.com
o: 256.541.0165

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:	May 14, 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
Live Oak Engineering 100 Washington Street Suite 2B Huntsville, AL 35801	Bridge Foundation and Cast in Place Retaining Wall design	$45,000.00
	SUB-TOTAL	$45,000.00
	5% Administrative Fee	$2,250.00
	TOTAL	$47,250.00

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 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. XXXXXXXX)

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

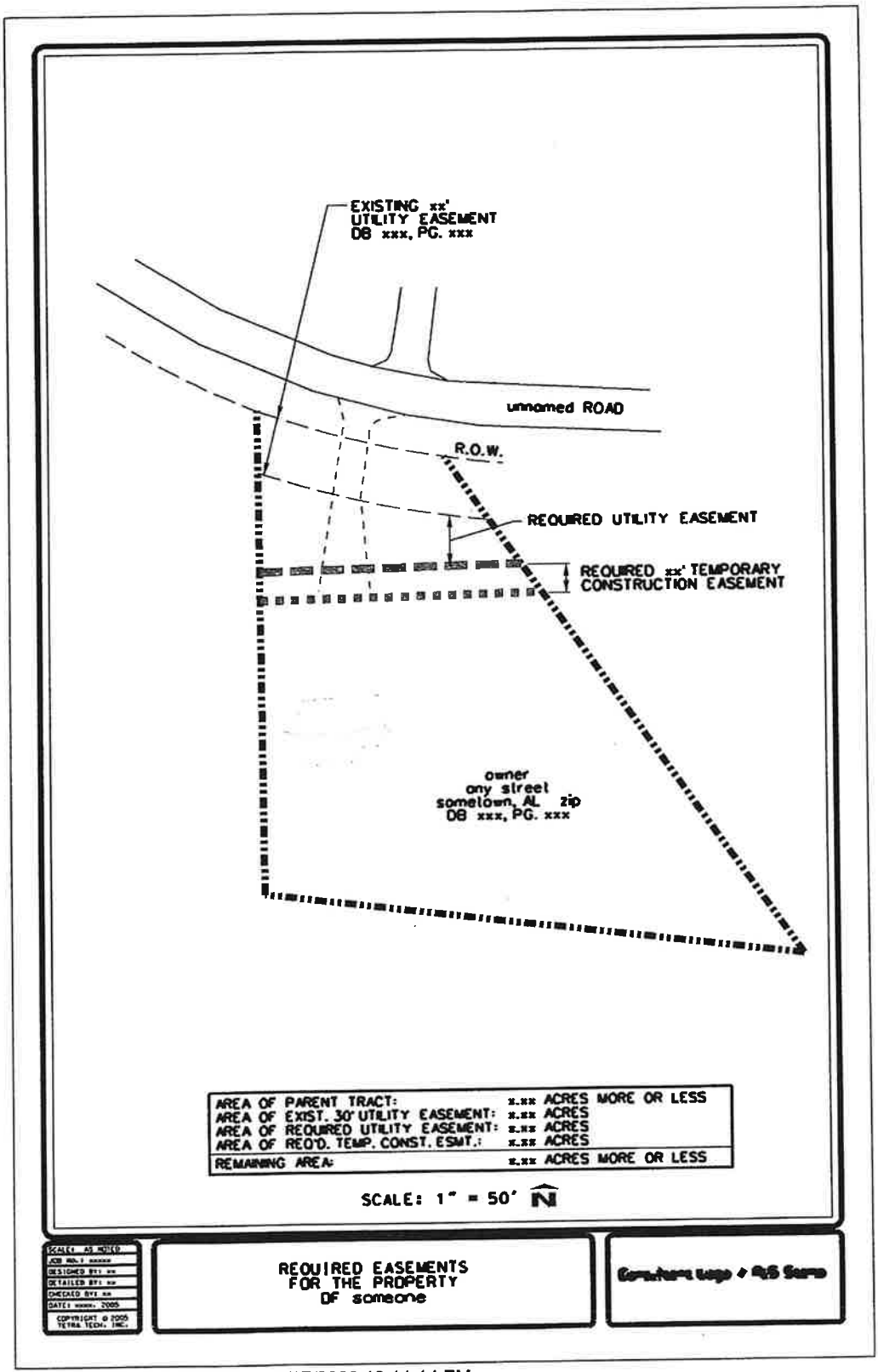
PROJECT NAME AND INFORMATION

CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

SPACE RESERVED FOR "AS" CAD LOGO, PE, 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:** 2/12/2026 **File ID:** 2026-144

Department: Engineering

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

Resolution authorizing the Mayor to enter into a Preliminary Engineering and Construction Agreement between the City of Huntsville, Alabama and Alabama Department of Transportation for Bailey Cove Multi-Use Path and Safety Improvements, Project No. 71-26-SP13 & ALDOT Project No. TAPHV-TA26(940).

Resolution No.

Finance Information:

Account Number: 3080-71-00000-520900-00000000-
City Cost Amount: $200,000.00
Total Cost: $1,000,000.00

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:
Funding agreement with ALDOT for Bailey Cove Multiuse Path consisting of 2.4 miles along Bailey Cove between Weatherly Road and Four Mile Post Road connecting to Aldridge Creek Greenway utilizing Transportation Alternative Program (TAP) funds. MPO TAP funds at $800,000 for design and construction.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6526

Department: Engineering

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

Resolution authorizing the Mayor to enter into a Preliminary Engineering and Construction Agreement between the City of Huntsville, Alabama and Alabama Department of Transportation for Bailey Cove Multi-Use Path and Safety Improvements, Project No. 71-26-SP13 & ALDOT Project No. TAPHV-TA26(940).

Resolution No.

Finance Information:

Account Number: 3080-71-00000-520900-00000000-
City Cost Amount: $200,000.00
Total Cost: $1,000,000.00

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:
Funding agreement with ALDOT for Bailey Cove Multiuse Path consisting of 2.4 miles along Bailey Cove between Weatherly Road and Four Mile Post Road connecting to Aldridge Creek Greenway utilizing Transportation Alternative Program (TAP) funds. MPO TAP funds at $800,000 for design and construction.

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 Preliminary Engineering and Construction Agreement between the City of Huntsville, Alabama and Alabama Department of Transportation for Bailey Cove Multi-Use Path and Safety Improvements, Project No. 71-26-SP13 & ALDOT Project No. TAPHV-TA26(940), 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 "Preliminary Engineering and Construction Agreement between the City of Huntsville, Alabama and Alabama Department of Transportation for Bailey Cove Multi-Use Path and Safety Improvements, Project No. 71-26-SP13 & ALDOT Project No. TAPHV-TA26(940)," consisting of a total of eighteen (18) pages, and the date of February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville,
Alabama

PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT

BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF HUNTSVILLE
Madison County

Project No. TAPHV-TA26(940)
CPMS Ref# 100081277 & 100081278

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Huntsville, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the Bailey Cove Multi-Use Path and safety improvements along Bailey Cove Rd. from Weatherly Rd. to Four Mile Post Rd., then west along Four Mile Post Rd. to Aldridge Creek Greenway at Jones Family Part in the City of Huntsville; Project# TAPHV-TA26(940); CPMS Ref# 100081277 and 100081278.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program (TAP) funds as authorized by the U.S. Congress and the STATE will not be liable for any funding. The project will be limited to $800,000.00 Federal TAP funds unless the Huntsville Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal TAP funds for the Huntsville Area sufficient to pay 80% of the project cost. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

President of the City Council of the City of Huntsville, AL
Date: February 12, 2026

B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
Federal TAP Funds	$ 80,000.00
City Funds	$ 20,000.00
TOTAL	$ 100,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal TAP Funds	$ 720,000.00
City Funds	$ 180,000.00
TOTAL (Incl CE&I)	$ 900,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which

reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will be an eligible cost to the project, as approved by the application.

C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost to the Project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the Project.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

B. Associated Construction costs will be an eligible cost to the Project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), to the maximum extent permitted by Alabama law and the Constitution of the State of Alabama, the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

F. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

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

B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

C. 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.

D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

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

City of Huntsville, Alabama **ATTEST:**

By: _____ **By:** _____

As Mayor (Signature) **Clerk (Signature)**

Tommy Battle Shaundrika Edwards

Print Name of Mayor **Print Name of Clerk**

(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: _____

Legal Counsel for

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

_____ _____

Derrick R. Wilson, P.E. **Bradley B. Lindsey, P.E.**

North Region Engineer **State Local Transportation Engineer**

_____

Edward N. Austin, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH

THE ALABAMA DEPARTMENT OF TRANSPORTATION

_____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS _____DAY OF _____, 20_____.

_____

KAY IVEY

GOVERNOR, STATE OF ALABAMA

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

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

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

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

b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The CITY agrees to ensure that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not 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. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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, or other instrument as might be applicable under Section 1352, Title 31, U.
S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31,
U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

NON-APPROPRIATION AND PRORATION

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the CITY shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the CITY is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the CITY shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

NO CONFLICT WITH APPLICABLE LAW

If any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this AGREEMENT which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

1-20

Rev. 10/2017

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: _____

BUREAU CHIEF/REGION ENGINEER

APPROVAL: _____

CHIEF ENGINEER

APPROVAL: _____ NOVEMBER 1, 2017

TRANSPORTATION DIRECTOR **DATE**

1-20

Rev. 10/2017

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-145

Department: Engineering

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

Resolution authorizing the Mayor to enter into a Preliminary Engineering and Construction Agreement between the City of Huntsville, Alabama and Alabama Department of Transportation for Miller Branch Greenway Multi -Use Trail (Phase 2), Project No. 71-26-SP12 & ALDOT Project No. TAPHV-TA26(939).

Resolution No.

Finance Information:

Account Number: 3080-71-00000-520900-ALDOT002-
City Cost Amount: $199,366.00
Total Cost: $996,830.00

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:
Funding agreement with ALDOT for Miller Branch Greenway Phase 2 consisting of 1.6 miles between Swancott Road and Wheeler Wildlife Refuge utilizing Transportation Alternative Program (TAP) funds. MPO TAP funds at 80% and Local funds at 20% for design and construction.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6528

Department: Engineering

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

Resolution authorizing the Mayor to enter into a Preliminary Engineering and Construction Agreement between the City of Huntsville, Alabama and Alabama Department of Transportation for Miller Branch Greenway Multi -Use Trail (Phase 2), Project No. 71-26-SP12 & ALDOT Project No. TAPHV-TA26(939).

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Resolution #: N/A

Location: (list below)

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

Additional Comments:
Funding agreement with ALDOT for Miller Branch Greenway Phase 2 consisting of 1.6 miles between Swancott Road and Wheeler Wildlife Refuge utilizing Transportation Alternative Program (TAP) funds. MPO TAP funds at 80% and Local funds at 20% for design and construction.

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 Preliminary Engineering and Construction Agreement between the City of Huntsville, Alabama and Alabama Department of Transportation for Miller Branch Greenway Multi-Use Trail (Phase 2), Project No. 71-26-SP12 & ALDOT Project No. TAPHV-TA26(939), 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 "Preliminary Engineering and Construction Agreement between the City of Huntsville, Alabama and Alabama Department of Transportation for Miller Branch Greenway Multi-Use Trail (Phase 2), Project No. 71-26-SP12 & ALDOT Project No. TAPHV-TA26(939)," consisting of a total of eighteen (18) pages, and the date of January 9, 2025, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville,
Alabama

PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT

BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF HUNTSVILLE
Madison County

Project No. TAPHV-TA26(939)
CPMS Ref# 100081281 & 100081282

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Huntsville, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the Miller Branch Greenway Multi-Use Trail (Phase 2) from Swancott Rd. (end of MBG Phase 1) to Wheeler National Wildlife Refuge; Project# TAPHV-TA26(939); CPMS Ref# 100081281 and 100081282.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program (TAP) funds as authorized by the U.S. Congress and the STATE will not be liable for any funding. The project will be limited to $797,464.00 Federal TAP funds unless the Huntsville Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal TAP funds for the Huntsville Area sufficient to pay 80% of the project cost. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

President of the City Council of the City of Huntsville, AL
Date: February 12, 2026

B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
Federal TAP Funds	$ 65,224.00
City Funds	$ 16,306.00
TOTAL	$ 81,530.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal TAP Funds	$ 732,240.00
City Funds	$ 183,060.00
TOTAL (Incl CE&I)	$ 915,300.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which

reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will be an eligible cost to the project, as approved by the application.

C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost to the Project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the Project.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

B. Associated Construction costs will be an eligible cost to the Project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), to the maximum extent permitted by Alabama law and the Constitution of the State of Alabama, the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

F. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

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

B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

C. 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.

D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

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

City of Huntsville, Alabama **ATTEST:**

By: _____ **By:** _____

As Mayor (Signature) **Clerk (Signature)**

Tommy Battle Shaundrika Edwards

Print Name of Mayor **Print Name of Clerk**

(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: _____

Legal Counsel for

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

_____ _____

Derrick R. Wilson, P.E. **Bradley B. Lindsey, P.E.**

North Region Engineer **State Local Transportation Engineer**

_____

Edward N. Austin, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH

THE ALABAMA DEPARTMENT OF TRANSPORTATION

_____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS _____DAY OF _____, 20_____.

_____

KAY IVEY

GOVERNOR, STATE OF ALABAMA

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

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

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

   1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

   2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

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

b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The CITY agrees to ensure that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not 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. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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, or other instrument as might be applicable under Section 1352, Title 31, U.
S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31,
U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

NON-APPROPRIATION AND PRORATION

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the CITY shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the CITY is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the CITY shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

NO CONFLICT WITH APPLICABLE LAW

If any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this AGREEMENT which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

1-20

Rev. 10/2017

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: _____

BUREAU CHIEF/REGION ENGINEER

APPROVAL: _____

CHIEF ENGINEER

APPROVAL: _____ NOVEMBER 1, 2017

TRANSPORTATION DIRECTOR **DATE**

1-20

Rev. 10/2017

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-146

Department: Engineering

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

Resolution authorizing the Mayor to enter into a Reimbursable Agreement between the City of Huntsville, Alabama and Madison County Alabama for Relocation of Utility Facilities on Private or Public Right-of-Way for Winchester Road Water Relocation Project, Project No. 71-26-SP18 & Project No. ACAA61222-ATRP (010).

Resolution No.

Finance Information:

Account Number: TBD
City Cost Amount: $1,253,874.54
Total Cost: $6,269,372.70

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:
Agreement with Madison County for water line relocation associated with the Winchester Road improvement project between Dominion and Naugher Road (Project No.) MPO funds at 80% and local funds at 20%. Total Contract Amount of $6,269,372.70.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6550

Department: Engineering

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

Resolution authorizing the Mayor to enter into a Reimbursable Agreement between the City of Huntsville, Alabama and Madison County Alabama for Relocation of Utility Facilities on Private or Public Right-of-Way for Winchester Road Water Relocation Project, Project No. 71-26-SP18 & Project No. ACAA61222-ATRP (010).

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Resolution #: N/A

Location: (list below)

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

Additional Comments:
Agreement with Madison County for water line relocation associated with the Winchester Road improvement project between Dominion and Naugher Road (Project No.) MPO funds at 80% and local funds at 20%. Total Contract Amount of $6,269,372.70.

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 Reimbursable Agreement between the City of Huntsville, Alabama, and Madison County, Alabama for Relocation of Utility Facilities on Private or Public Right-of-Way for Winchester Road Water Relocation Project, Project No. 71-26-SP18 & Project No. ACAA61222-ATRP(010), 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 "Reimbursable Agreement between the City of Huntsville, Alabama and Madison County for Relocation of Utility Facilities on Private or Public Right-of-Way for Winchester Road Water Relocation Project, Project No. 71-26-SP18 and Project No. ACAA61222-ATRP(010)," consisting of a total of six (6) pages plus two (2) additional pages consisting of Exhibits "A" and "B", and the date of February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville,
Alabama

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

☐ Private Right-of-Way
☑ Public Right-of-Way

PROJECT NUMBER ACAA61222-ATRP(010)
CITY NUMBER 65-09-RD03
CITY Huntsville

THIS AGREEMENT is entered into by and between the **CITY** of Huntsville acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Madison County Alabama (Owner/Operator of Public Water Supply), hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Huntsville **CITY**, Alabama, said project being designated as Project No. ACAA61222-ATRP(010) and consisting approximately of the following: Relocation of Water facilities along Winchester Road from Dominion Circle to Naugher Road; and

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

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

WHEREAS, the Alabama Department of Transportation will use Federal funds allocated to the **CITY**, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the **CITY'S** expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans and specifications as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans, specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. By signing this contract, the **CITY** and **UTILITY** 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.

President of the City Council of the City of Huntsville, AL
Date: February 26, 2026

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

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

7. The **UTILITY** will perform the work of relocation:

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

8. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the **UTILITY'S** private right-of-way, the **CITY** will reimburse the **UTILITY** for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the **CITY** will reimburse the **UTILITY** for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

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

b. The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, is $ 6,269,373. The total estimated cost including betterment is $ 6,269,373.(.

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

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

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

Madison County Water Department
246 Shields Road
Huntsville, AL 35811.

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

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

13. Paragraphs numbered 14 through 18 set forth below are applicable to this Agreement only if some or all of the **UTILITY** facilities to be relocated hereunder are located on private right-of-way of the **UTILITY**; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

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

15. If the **UTILITY** is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the **UTILITY** will convey to the **CITY** by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

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

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

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

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

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

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

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

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

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

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

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

19. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

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

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

22. Paragraph 23 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

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

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

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

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

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

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

24. In accordance with Title 23, U.S.C. Sec 313, Buy America, steel and iron materials and products used on this utility relocation shall comply with the Buy America requirements of 23 CFR 635.410. Minor items of foreign steel may be used if their cost is less than $2,500 or one-tenth of one percent of the agreement amount, whichever is greater. Eligibility for reimbursement is subject to audit for compliance with the Buy America Requirement.

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

The **CITY** requests that ( ) 100%**CITY** funds; ( ) Federal participation) be used for the utility work in this agreement.

WITNESS:

Madison County, Alabama
(Legal Name of Utility)

_____ BY: _____
(Signature)

Mac McCutcheon
(Type or Printed Name)

Chairman, Madison County Commission
(Type or Printed Title)

246 Shields Rd
(Address)

Huntsville, AL 35811
(Address)

256-746-2888
(Telephone)

RECOMMENDED FOR APPROVAL:

BY: _____
CITY ENGINEER/ENGINEER-OF-RECORD

BY: _____
REGION ENGINEER

CITY OF Huntsville, Alabama

BY: _____
MAYOR

APPROVED:

BY: _____
STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____

EXHIBIT "A"

ENGINEER'S OPINION OF PROBABLE COST - REPLACEMENT
WATER MAIN RELOCATION - WINCHESTER ROAD
MADISON COUNTY WATER DEPARTMENT
Oct-25

BASE BID

NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION PRICE
1.	Mobilization	LS	1	$ 165,000.00	$165,000.00
2.	NPDES Permit, Erosion Control, and Re-establishment of Vegetation	LS	1	$ 82,500.00	$82,500.00
3.	Connection to Existing 18" Water Main	EA	2	$ 11,000.00	$22,000.00
4.	Connection to Existing 12" Water Main	EA	1	$ 8,800.00	$8,800.00
5.	Connection to Existing 8" Water Main	EA	3	$ 7,700.00	$23,100.00
6.	Connection to Existing 6" Water Main	EA	7	$ 7,700.00	$53,900.00
7.	Installation of 10-inch Push-on Joint DI Water Main (PC 350) by Open-Cut	LF	11,400	$ 148.50	$1,692,900.00
8.	Installation of 8-inch Push-on Joint DI Water Main (PC 350) by Open-Cut	LF	10,800	$ 132.00	$1,425,600.00
9.	Installation of 6-inch Push-on Joint DI Water Main (PC 350) by Open-Cut	LF	310	$ 126.50	$39,215.00
10.	Installation of 10-inch R.J. DI Water Main (PC 350) by Inserting into Casing	LF	100	$ 225.50	$22,550.00
11.	Installation of 12-inch R.J. DI Water Main (PC 350) by Inserting into Casing	LF	100	$ 231.00	$23,100.00
12.	Installation of 8-inch R.J. DI Water Main (PC 350) by Inserting into Casing	LF	285	$ 220.00	$62,700.00
13.	Installation of 20-inch Steel Casing (0.375 Min. Wall Thickness) By Jack & Bore	LF	180	$ 660.00	$118,800.00
14.	Installation of 16-inch Steel Casing (0.375 Min. Wall Thickness) By Jack & Bore	LF	285	$ 550.00	$156,750.00
15.	D.I. M.J. Fittings	LB	4,000	$ 16.50	$66,000.00
16.	10" D.I. M.J. Gate Valve	EA	1	$ 7,150.00	$7,150.00
17.	12" D.I. M.J. Gate Valve	EA	2	$ 13,200.00	$26,400.00
18.	8" D.I. M.J. Gate Valve	EA	17	$ 6,600.00	$112,200.00
19.	6" D.I. M.J. Gate Valve	EA	10	$ 6,050.00	$60,500.00
20.	10" D.I. M.J. Butterfly Valve	EA	9	$ 7,700.00	$69,300.00
21.	2" Air Release Valve Assembly	EA	7	$ 13,200.00	$92,400.00
22.	1" Air Release Valve Assembly	EA	5	$ 11,000.00	$55,000.00
23.	Fire Hydrant Assembly	EA	46	$ 11,000.00	$506,000.00
24.	1" Meter and Service Connection	EA	71	$ 2,200.00	$156,200.00
25.	2" Meter and Service Connection	EA	6	$ 6,600.00	$39,600.00
26.	6" Meter and Service Connection	EA	2	$ 13,200.00	$26,400.00
27.	Asphalt Drive	SY	2,150	$ 192.50	$413,875.00
28.	Gravel Drive	SY	350	$ 137.50	$48,125.00
29.	Concrete Drive	SY	320	$ 220.00	$70,400.00
30.	Replace Curb & Gutter	EA	50	$ 880.00	$44,000.00
				ESTIMATED CONSTRUCTION TOTAL COST:	**$5,690,465.00**

PROFESSIONAL FEES	
PHASE I - CONCEPT:	**$112,124.45**
PHASE II - DESIGN:	**$266,245.99**
PHASE III - CONSTRUCTION:	**$200,537.26**
PROJECT TOTAL:	**$6,269,372.70**

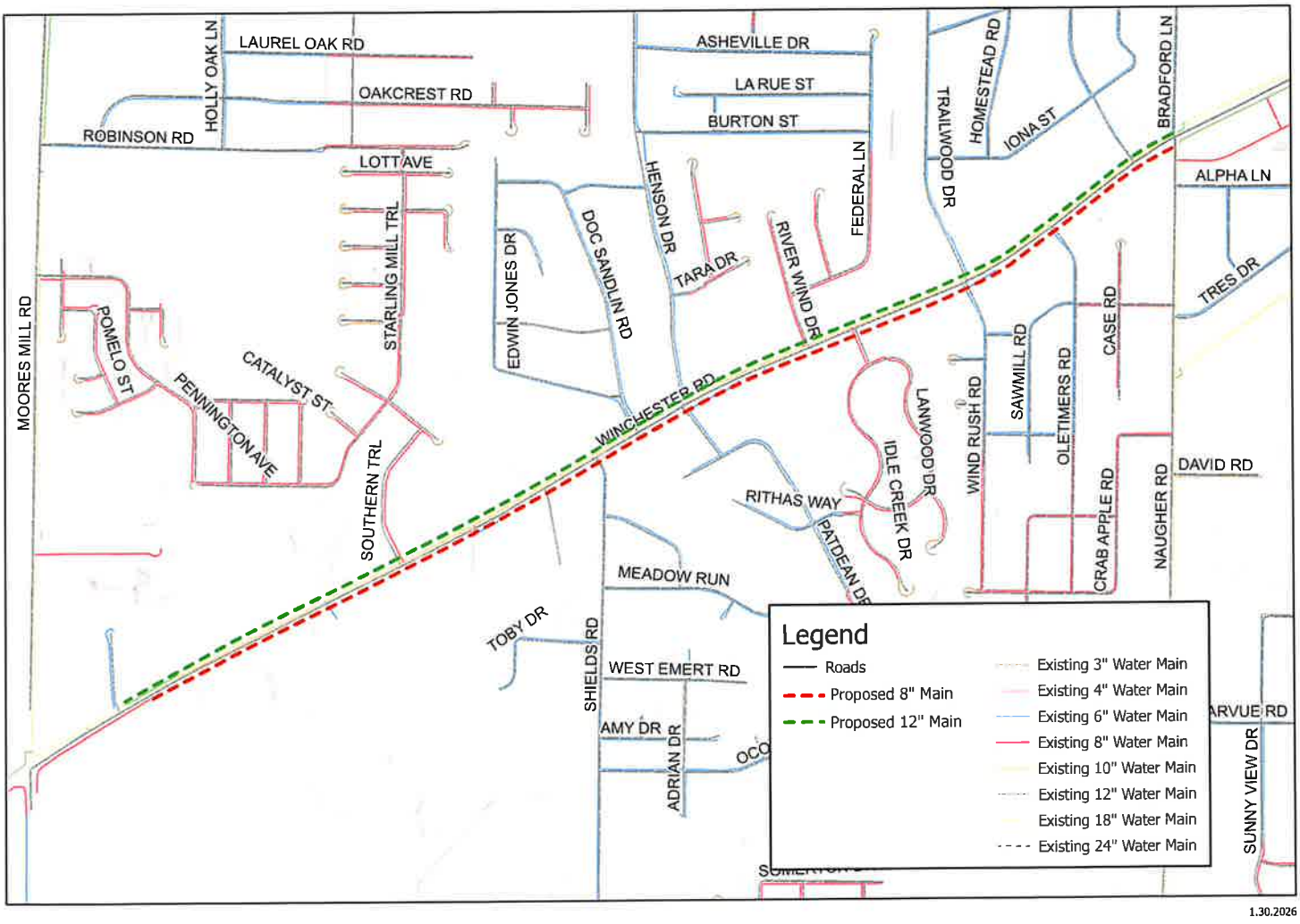
Note: Engineer's opinion of probable construction costs is made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

THREE NOTCH GROUP

EXHIBIT "B"

WATER MAIN RELOACTION FOR WINCHESTER ROAD WIDENING

DOMINION CIR TO NAUGHER RD REPLACEMENT



1.30.2026

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-147

Department: Fire and Rescue

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

Resolution authorizing the Mayor to enter into a Professional Services Contract between the City of Huntsville and Stanard & Associates, for Fire Driver-Engineer exam services.

Resolution No. 26-126

Finance Information:

Account Number: 1000-42-42100-515370-00000000-

City Cost Amount: NTE $16,060.00

Total Cost: NTW $16,060.00

Special Circumstances: NA

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below) NA

Address:

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

Additional Comments: NA

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6530

Department: Fire and Rescue

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

Professional Services Agreement between the City of Huntsville and Stanard & Associates.

Resolution No.

Finance Information:

Account Number: 1000-42-42100-515370-00000000-

City Cost Amount: NTE $16,060.00

Total Cost: NTW $16,060.00

Special Circumstances: NA

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below) NA

Address:

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

Additional Comments: NA

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, a municipal corporation in the State of Alabama, and Stanard & Associates, Inc., which said Agreement is attached hereto and identified as "Professional Services Contract between the City of Huntsville and Stanard & Associates, Inc, for Professional Services" to develop and administer written and practical examinations for the position of Fire Driver-Engineer consisting of twelve (12) pages and the date of February 12, 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 12th day of February, 2026

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

APPROVED this the 12th day of February, 2026

_____
Mayor of the City of Huntsville,
Alabama

PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF HUNTSVILLE AND STANARD & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES

STATE OF ALABAMA)
)
COUNTY Of MADISON)

This Agreement is made this 12th of February 2026, by and between Stanard & Associates, Inc. (hereafter referred to as "Stanard"), and the City of Huntsville, a municipal corporation in the State Alabama (hereafter referred to as "City").

RECITALS

WHEREAS, the City of Huntsville, Alabama incorporated has a requirement to develop revised written and practical examinations for the position of Fire Driver-Engineer; and

WHEREAS, Stanard & Associates, Inc. offers professional services to develop and administer these types of written and practical examinations and has previously provided similar professional services to the City of Huntsville;

WHEREAS, the City desires to retain Stanard to provide testing services on a recurring basis during the terms of this Agreement.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to -wit:

1.0 Skills Evaluation System

Stanard agrees to provide to the City the following services in the evaluation of the skills evaluations.

Step 1. Stanard shall meet with HRF Subject Matter Experts (SME) regarding Driver Engineer practical exercises that would be necessary to fully ascertain a candidate's readiness and proficiency for successfully performing all practical skills associated with the job, and determine the method necessary to collect validity evidence for the components; (2) provide HFR and HR staff with SME forms or other information necessary for collecting validity evidence for the final practical exercises; HFR and HR staff will provide the forms to SMEs for completion and provide completed forms to S&A; and (3) S&A will analyze the data provided by SMEs and create a summary regarding the validity of the practical exercises. S&A will charge its rate of $275.00 per hour for a Ph.D.-level staff to conduct this work and will cap the number of billable hours to 40.

Step 2. Stanard and Associates shall tabulate the scores per candidate per practical examination for each testing process, if needed.

2.0 Eligibility Written Exam

The City will administer the Fire-Driver Engineer examination multiple times during the terms of this agreement. Each time the City administers the said examination (each "Testing Cycle"), Stanard will provide to the City the following services in development or revised content valid, written job knowledge examinations:

Step 1. Stanard shall create candidate study guide and test administration guide and update the guides as necessary.

Step 2. Stanard shall edit/write items to create one 100-item comprehensive written exam using past items as appropriate. Stanard shall write as many new items as needed based on SME input. HFR SMEs will provide feedback to determine which items should be included in the test.

Step 3. Stanard shall format the exam for administration to candidates and create an answer key.

Step 4. Stanard shall provide printed exam booklets.

Step 5. Stanard shall respond to candidate challenges, if needed.

Step 6. Stanard shall score exams and report results to HFR.

3.0 Development of Grading Rubric to Establish Eligibility List.

Stanard agrees to provide to the City the following services in the development and review of a grading rubric that will be used to establish an eligibility list for the position of Fire Driver-Engineer. commencing on the effective date of this agreement and continuing for a period of twenty-four (24) months thereafter:

Step 1. Stanard shall meet with HFR to discuss the following components:

a. Written test for the eligibility review for the eligibility review
b. Skills performance for the eligibility review
c. Candidate's interview
d. Candidate's job history assessment

The purpose of the meeting is to establish grading rubric for use by the Interview Committee which will assist in ranking candidates on the roster of eligibles.

Stanard shall strive to eliminate, minimize, reduce, limit, any adverse impact of the fire driver-engineer promotional process at every step in the process and in every phase of this agreement, and shall strive to provide a promotional process that is completely job-related, consistent with business necessity, and complies with all applicable laws.

4.0 In the event of any legal or administrative challenges to the validity of the procedures or examinations developed by Standard for the City and in the event additional consultation (i.e., statistical analyses, attend special meetings, etc.) is needed, the City may elect to have Stanard provide professional services to defend the promotional process and examination developed by Stanard. If these options are exercised at any time by the City, then Stanard shall bill the City at the rate of $190.00 per hour for Bachelor's and Master's-level staff and $275.00 per hour for Ph.D. –level staff. Request for copies, scanning, assembly, etc. of paperwork are billed at an administrative rate of $30.00 per hour. If required, Standard charges an administrative fee of $45.00 per hour to print out paper copies of source materials received electronically. If needed, exam booklets can be printed at a fee of $3.00 each. If additional test administration sessions or proctors are needed, those will be billed at $750.00 per session per proctor.

5.0 In consideration of the services rendered hereunder, the City shall pay to Stanard each time the exam is developed and administered the sum not to exceed Eleven Thousand Dollars ($11,000) for work descripted in section 1.0 step 1 plus Twenty Dollars ($20.00) per candidate per to score each practical examination, if needed for services related to review, development and scoring of the Skills Evaluation System as set forth in section 1.0. The sum of up to One Thousand Two Hundred Fifty Dollars ($1,200) for services related to the Eligibility Written Exam as set forth in section Step 2.0 Additionally, the City shall also pay to Stanard the sum of Forty-Nine Dollars ($49.00) for each new written question developed by Stanard for item review in Step 2 of the eligibility written exam development in Section 2.0, and the sum not to exceed Four Thousand Four Hundred Dollars ($4,400.00) for services related to establishing a Grading Rubic as set forth in section 3.0. which includes up to 16 hours at $275 per hour billed as incurred, or $4,4000.

Except for written question fees at $49 per item, responses to candidate challenge fees of $190 per hour, and test booklet printed fees of $3 per test booklet, the total amount payable to Stanard is not to exceed Sixteen Thousand, Six Hundred Dollars ($16,600) for work described in Sections 1.0, 2.0, and 3.0.

As progress payments of these amounts, Eight Thousand and Three Hundred Dollars ($8,300.00) shall be due and payable within fifteen (15) days of contract execution with the remainder being payable within thirty (30) days from the date of the final invoice from Stanard. Stanard may invoice the City upon final completion of the work.

6.0 In the performance of this work it is understood between the parties that Stanard and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as employees of the City of Huntsville. Stanard shall have no authority to obligate the City to any indebtedness or other obligation.

7.0 All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express, DHL or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

Mr. Michael J. Thomason
Stanard and Associates, Inc.
309 West Washington Street
Suite 1000
Chicago, IL 60606

City Of Huntsville
Attention: Mr. Byron Thomas
Director of Human Resources
P.O. Box 308
305 Fountain Circle
Huntsville, Alabama 35804

8.0 The contract between the City and Stanard consists of this written Agreement and any documents or drawings furnished by the City and referenced herein. This written Agreement constitutes the entire agreement between the City and Stanard with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and Stanard.

9.0 This contract shall be effective on the date this Agreement is executed by the last party to execute it.

10.0 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and person or entity other than Stanard.

11.0 This agreement may be terminated by either party without cause prior to the completion of the project upon thirty (30) days written notice of the intent to terminate to the other party. Notice to terminate shall be given to the City by written notification mailed to Director of Human Resources, City of Huntsville, Alabama at 308 Fountain Circle, Huntsville, Alabama 35801. Notice to terminate shall be given to Stanard by written notification mailed to Mr. Michael J. Thomason, Stanard and Associates, Inc., 309 West Washington Street, Suite 1000, Chicago, IL 60606. In the event of such termination without cause, Stanard shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination provided however, that such compensation shall be conditioned upon Stanard providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope or Work up to the receipt of the notice of termination. In such event, Stanard shall promptly submit the City its invoice for final payment.

12.0 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.

13.0 The failure of the City to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the City's right to future performance of such terms, and Stanard's obligations for future performance of such shall continue in effect.

14.0 If Stanard persistently fails or refuses to perform the work in accordance with this contract, the City may order Stanard to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that work be resumed.

15.0 Stanard 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. Stanard shall procure and maintain for the duration of the job until final acceptance by the City, 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 Stanard, its 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 City's approval.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Broad Form Property Damage

2. 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 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. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. 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. 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. 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 Board of Industrial Relations. The Workers' Compensation Insurance carrier or self-insured fund shall waive all subrogation rights against the City of Huntsville, its officers, employees, agents and specified volunteers.

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:

$ 1,000,000 General Aggregate Limit
$ 500,000 Products - Completed Operations Aggregate
$1,000,000 Personal & Advertising Injury
$ 500,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis:

$ 1,000,000 Per Claim

3. Automobile Liability:

$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

$ 100,000 Bodily Injury by Accident or Disease
$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City'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 Coverage's Only:

a. The City, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Stanard for products used by and completed operations of Stanard; or automobiles owned, leased, hired or borrowed by Stanard. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents or specified volunteers. Additional Insured status on the CGL shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide coverage as per this Agreement.

b. Stanard's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Stanard's insurance and shall not contribute to it.

c. Stanard'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. Stanard 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 City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, 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 City shall be indicated as a Certificate Holder and Stanard shall furnish the City 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 City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

Stanard shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

Stanard, to the fullest extent permitted by law, shall indemnify and hold harmless the City, 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 Stanard or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

2. Professional Liability:

Stanard agrees that as respects negligent acts in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, of any kind or nature resulting from any negligent acts, solely of Stanard or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Nothing contained in this agreement shall make S&A responsible to the City or any third-party for any claims, suits or expenses arising out of the negligent, intentional, reckless, or wrongful acts of the City or its agents, including its misuse of Stanard's work product.

16.0 This agreement shall be governed by the law of the State of Alabama. Proper venue of any action to enforce this agreement shall be in the courts of Madison County, Alabama.

17.0 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 Stanard.

18.0 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.

19.0 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 within the Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.

20.0 The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

21.0 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.

22.0 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.

23.0 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

24.0 The reports, drawings, specifications and other documents or things prepared by Stanard for the Project shall become and be the sole property of the City. Stanard shall be permitted to retain copies thereof for its records and for its future professional endeavors.

25.0 Stanard 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 City. Subject to the provisions of the immediately preceding sentence, the City and Stanard, 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.

26.0 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

27.0 The City may, at any time by written order, make changes within the general scope of this contract in any one or more of the following:

1. Description of the services to be performed;
2. Time of performance;
3. Place of Performance.

If any change causes an increase or decrease in the fixed sum amount or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the City shall make an equitable adjustment in the fixed sum amount or delivery schedule or other affected terms and shall modify the contract accordingly. Stanard must assert its right to an adjustment under this clause within 14 calendar days from the date of receipt of the written order. However, if the City decides the facts justify it, the City may receive and act upon a proposal submitted before final payment of the contract. Any other modifications to this agreement shall be made by mutual written agreement of the parties.

28.0 Stanard shall obtain the City's written consent before placing any subcontract for furnishing any of the work called for in this contract. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract

terms or conditions, acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Stanard of any responsibility for performing this contract.

29.0 The Services will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.

30.0 In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement

31.0 Stanard, including its officers, employees, agents, and any other personnel providing services through Stanard pursuant to this agreement agree to hold all materials and information both for any proposal and for any contract services with the City in the strictest confidence, and to take all necessary steps to assure and maintain the security of any information, test materials or other materials received, used, or developed pursuant to this contract.

32.0 The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

Attest:

_____
Julie Aragon

STANARD AND ASSOCIATES, INC.

By :_____
Its: _____

CITY OF HUNTSVILLE
a municipal corporation
in the State of Alabama

Attest:

_____
Shaundrika Edwards

Its: City Clerk

By:_____
Tommy Battle

Its: Mayor

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-148

Department: Human Resources

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

Resolution authorizing the Mayor to enter into a Business Associate Agreement between the City of Huntsville and Abett, Inc., outlining responsibilities relating to the use and disclosure of Protected Health Information (PHI) as it pertains to the City's group Health Insurance plans during the analysis of claims and utilization data.

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: N/A

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6396

Department: Human Resources

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Abett, Inc. for the analysis of claims and utilization data and outlining Abett Inc.'s responsibilities relating to the use and disclosure of Protected Health Information (PHI) as it pertains so to the City of Huntsville's group Health Insurance plans.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location: (list below)

Address:

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

Additional Comments: N/A

RESOLUTION NO. 26-____

WHEREAS the City has entered into an agreement with Cobbs Allen for Cobbs Allen to provide brokerage services for City of Huntsville group insurance coverage; and

WHEREAS, the City of Huntsville desires to analyze claims and utilization data as it pertains to the group insurance coverage for the Blue Cross and Blue Shield of Alabama plans,

WHEREAS, Abett, Inc. has contracted with Cobbs Allen to provide an analysis of the Blue Cross and Blue Shield of Alabama plans; and

WHEREAS, the City and Abett, Inc. desire to set forth their mutual understandings and agreement regarding Abett, Inc.'s responsibilities relating to the use and disclosure of Protected Health Information (PHI) of the City's group Health Insurance plans;

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 execute the Business Associate Agreement between Abett, Inc. and City of Huntsville as well as the attached Disclosures to Other Business Associates and Third Party Administrators of the Plan(s), on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said documents are substantially in words and figures similar to that certain document attached hereto and identified as the "Business Associate Agreement" between Abett, Inc. and City of Huntsville, consisting of six (6) pages, and the "Disclosures to Other Business Associates and Third Party Administrators of the Plan(s)", consisting of one (1) page, an executed copy of both said documents being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of
Huntsville, Alabama

Docusign Envelope ID: 483826BF-F0CF-464A-A31F-49DA1DFB7BAC

BUSINESS ASSOCIATE AGREEMENT

THIS Business Associate Agreement ("BA Agreement"), effective as of January 7, 2026 ("Effective Date"), is entered into between Abett, Inc., on behalf of itself and those of its affiliates providing services in connection with this BA Agreement ("Business Associate") and City of Huntsville on behalf of the Blue Cross Blue Shield of Alabama Bluecard PPO (PMD) option and the High Deductible PPO group Health Plans ("Covered Entity"). Abett is a vendor of CAC Agency, who is contracted to provide plan administration services to City of Huntsville under a separate services agreement and business associate agreement ("Services Agreement"). For the purposes of this BA Agreement, Abett is a downstream business associate of City of Huntsville through its agreements with its broker, CAC Agency. City of Huntsville represents that it has the authority to agree to the terms and conditions of this BA Agreement for and on behalf of Covered Entity for which Business Associate provides plan administration services under current or future agreements among City of Huntsville, CAC Agency and Abett, including the Services Agreement. For purposes of this BA Agreement, "Business Associate" includes only those subsidiaries and affiliates of Abett, Inc. that create, receive, transmit or otherwise maintain Protected Health Information, as defined below, in connection with this Agreement.

In accordance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 ("HIPAA") and the Health Information Technology For Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), Business Associate shall, to the extent it acts in its capacity as a Business Associate to the Covered Entity, adhere to the applicable requirements established in the HIPAA Rules (as defined below) for Business Associates as set forth below.

1. Definitions.

Capitalized terms used, but not otherwise defined, in this BA Agreement shall have the same meaning as those terms as used or defined in the HIPAA Rules, including but not limited to the following terms: Breach, Data Aggregation, Designated Record Set, Individual, Minimum Necessary, Notice of Privacy Practices, Plan Sponsor, Required By Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Workforce.

A. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this BA Agreement, shall mean Abett, Inc.

B. HIPAA Rules. "HIPAA Rules" shall mean the requirements of the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, implementing HIPAA and the HITECH Act, in each case only as of the applicable compliance date for such requirements.

C. Incident Response Team. "Incident Response Team" shall mean the unit designated by Business Associate that is responsible for investigating and responding to information privacy and security incidents and complaints.

D. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

E. Protected Health Information (PHI) and Electronic Protected Health Information (EPHI). PHI and EPHI shall have the same meaning as such terms as defined in 45 CFR 160.103, but limited to such information created, maintained, transmitted or received by Business Associate in its capacity as a Business Associate from or on behalf of Covered Entity.

F. Security Rule. "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR parts 160 and 164, subpart C.

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2. Obligations and Activities of Business Associate.

A. Business Associate agrees not to use or disclose PHI other than (i) for purposes of performing its obligations under the Services Agreement, (ii) as permitted or required by the Services Agreement or this BA Agreement, or (iii) as permitted or Required by Law.

B. Business Associate agrees to use appropriate safeguards to protect against any use or disclosure of PHI not provided for herein and to comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to EPHI. Without limiting the foregoing, Business Associate agrees to implement appropriate administrative, physical, and technical safeguards designed to prevent the unauthorized use and disclosure of PHI, and to protect the confidentiality, integrity, and availability of EPHI, including maintaining an Incident Response Team to investigate and respond to unauthorized uses and disclosures of PHI upon learning thereof, as required by 45 CFR § 164.308, 164.310, 164.312, and 164.316, as may be amended from time to time.

C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BA Agreement.

D. In addition to the reporting required by Section 2.L, Business Associate agrees to report to Covered Entity upon request any use or disclosure of the PHI, not provided for by the Services Agreement or this BA Agreement of which the Incident Response Team becomes aware, including such uses and disclosures arising from a Security Incident. For purposes of this Security Incident reporting requirement, the term “Security Incident” shall not include inconsequential incidents that occur on a daily basis, such as scans, “pings” or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Business Associate.

E. In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308(b)(2), Business Associate agrees to require that any Subcontractor, to whom it delegates any function or activity it has undertaken to perform on behalf of Covered Entity, and to whom it provides PHI received from or created on behalf of Covered Entity, agrees to substantially the same restrictions and conditions on the use or disclosure of PHI as apply through this BA Agreement to Business Associate through a Business Associate Agreement between such Subcontractor and Business Associate.

F. Business Associate shall provide access to Covered Entity to such PHI maintained by Business Associate in a Designated Record Set consistent with the timing and other provisions of 45 CFR 164.524.

G. Business Associate shall agree to make amendments upon the written request of Covered Entity to such PHI consistent with the timing and other provisions of 45 CFR 164.526.

H. Business Associate agrees to make its internal practices, policies, procedures, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available for inspection and copying by the Secretary upon the Secretary’s written request for same for purposes of the Secretary determining the Covered Entity’s compliance with the HIPAA Rules.

I. Business Associate agrees to document such disclosures of PHI made by it, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI under 45 CFR 164.528.

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J. Business Associate shall provide access to Covered Entity to information collected in accordance with Paragraph I of this Section consistent with the timing and other provisions of 45 CFR 164.528.

K. To the extent Covered Entity specifically delegates to Business Associate one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

L. Following the discovery by Business Associate of any Breach of Unsecured PHI by Business Associate or its Subcontractors, Business Associate agrees to notify Covered Entity of such Breach without unreasonable delay, but no later than within ten (10) business days after the Incident Response Team is notified of the Breach. Such notification shall include, to the extent available, the identity of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach. At the time of notification or promptly thereafter as such information becomes available, Business Associate shall also provide Covered Entity with such other available information as is required for Covered Entity to notify an Individual of the Breach as required by 45 CFR 164.404(c).

Notwithstanding the above, if a law enforcement official provides Business Associate with a statement that the notification required under this paragraph would impede a criminal investigation or cause damage to national security, Business Associate may delay the notification for the period of time set forth in the statement as permitted under 45 CFR 164.412.

3. Permitted Uses and Disclosures by Business Associate.

A. Business Associate may use or disclose PHI to perform functions, activities, and services for or on behalf of Covered Entity as provided in the Services Agreement. Such uses and disclosures shall be limited to those that would not violate the Privacy Rule if done by Covered Entity except that Business Associate may use and disclose PHI:

(i) for the proper management and administration of the Business Associate or to carry out its legal responsibilities; provided that, in the case of any disclosures for this purpose, the disclosure is Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed, that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

B. Business Associate may also use and disclose PHI: (i) to respond to requests for PHI either accompanied by an authorization that meets the requirements of 45 CFR 164.508 or from a covered entity or health care provider in accordance with 45 CFR 164.506(c); (ii) to de-identify the information or create a limited data set in accordance with 45 CFR §164.514, which de-identified information or limited data set may be used and disclosed by Business Associate as permitted by law, including HIPAA; (iii) to report violations of law to appropriate federal and state authorities, consistent with 45 CFR §164.502(j)(1); and (iv) as authorized in writing by Covered Entity.

C. Business Associate agrees to request, use, and disclose PHI in compliance with the Minimum Necessary standard of the HIPAA Rule.

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4. Obligations of Covered Entity

A. Covered Entity shall provide PHI to Business Associate in compliance with the Minimum Necessary standard of the Privacy Rule. Covered Entity shall not ask or require Business Associate to use or disclose PHI in a manner in which Covered Entity could not do except as permitted by 45 CFR 164.504(e) to perform Data Aggregation services.

B. Covered Entity represents and warrants that its Notice of Privacy Practices complies with 45 C.F.R. 164.520 and permits Covered Entity to use and disclose PHI as Business Associate is authorized to use and disclose PHI under this BA Agreement.

C. To the extent that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. 164.522(a), Covered Entity agrees not to provide such PHI to Business Associate unless Covered Entity notifies Business Associate of the restriction and Business Associate advises Covered Entity that it is able to accommodate the restriction. The foregoing notwithstanding, Business Associate agrees to accommodate reasonable requests for alternative means of communications pursuant to 45 C.F.R. 164.522(b).

D. Covered Entity shall be responsible for using administrative, physical, and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate in accordance with the standards and requirements of the HIPAA Rules, until such PHI is received by Business Associate.

E. Covered Entity shall obtain any consent or authorization that may be required by applicable federal or state laws in order for Business Associate to provide its services under the Services Agreement.

5. Term and Termination

(a) Term. The provisions of this BA Agreement shall take effect on the Effective Date, and shall terminate upon expiration or termination of the Services Agreement or when Business Associate ceases to provide services for the benefit of Covered Entity, except as otherwise provided herein.

(b) Termination for Cause. Without limiting the termination rights of the parties pursuant to the Services Agreement and upon either party's knowledge of a material breach by the other party, the non-breaching party shall either:

i. Provide an opportunity for the breaching party to cure the breach or end the violation, or terminate the Services Agreement, if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party, or

ii. Immediately terminate the Services Agreement, if cure of such breach is not possible.

(c) Effect of Termination. The parties mutually agree that it is essential for PHI to be maintained after the expiration of the Services Agreement and provision of services for regulatory and other business reasons. Notwithstanding the expiration of the Services Agreement, Business Associate shall extend the protections of this BA Agreement to such PHI, and limit further use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible.

6. Miscellaneous.

A. Regulatory References. A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and as of its applicable compliance date.

B. Changes to this BA Agreement. The parties agree to negotiate in good faith to amend this BA Agreement or the Agreement as necessary to comply with any changes in the HIPAA Rules.

C. Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit the parties to comply with the HIPAA Rules.

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D. No Third Party Beneficiary. Nothing express or implied in this BA Agreement or in the Services Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(E) Governing Law. This BA Agreement shall be governed by and construed in accordance with the governing law provisions of the State of Alabama, subject to applicable federal law.

(F) Notices: Any notices or communications to be given under this Agreement shall be made to the address and/or fax numbers given below:

To Covered Entity:	To Business Associate:
_____	Abett, Inc.
_____	Privacy Office
Attention: _____	345 Knechtel Way NE, Suite 101
Phone: _____	Bainbridge Island, WA 98110
Fax: _____	legal@abett.com

[THE NEXT PAGE IS THE SIGNATURE PAGE]

Docusign Envelope ID: 483826BF-F0CF-464A-A31F-49DA1DFB7BAC

[THIS IS THE SIGNATURE PAGE]

ABETT, INC.

DocuSigned by:
Heather Wilson
007DEC35FFE1427...
Authorized Signature

Heather Wilson
Print Name

Chief Legal Officer
Title

1/16/2026
Date

COVERED ENTITY

Authorized Signature

Print Name

Title

1/16/2026
Date

CAC AGENCY

Wayne Bowling

Wayne Bowling
Print Name

Executive Vice President
Employee Benefits, Practice Leader
Title

January 7, 2026
Date

DISCLOSURES TO OTHER BUSINESS ASSOCIATES AND THIRD PARTY ADMINISTRATORS OF THE PLANS(S)

Please complete this form and provide us the names of the other business associates and third party administrators of your group health plan(s) (such as, benefit consultants or pharmacy benefit managers) to whom you (on behalf of the plan(s)) want us to disclose protected health information. Also list any conditions or limitations that apply to our disclosure of protected health information to them. If you list no conditions or limitations, then we will disclose to the listed business associates and third party administrators all of the requested protected health information that would be available to your plan(s).

The undersigned hereby authorizes Blue Cross and Blue Shield of Alabama, as Business Associate, to disclose protected health information to the following business associates and third party administrators:

Name of Other Business Associate or TPA	Condition/Limitation
Abett, Inc.	Standard claims and eligiblity
CAC Group/Cobbs Allen	Standard claims and eligiblity

The undersigned hereby agrees to notify Blue Cross and Blue Shield of Alabama of any changes to this list of business associates and third party administrators.

Dated this _____day of _____, 2026.

For the Plans(s):

City of Huntsville _____ GROUP HEALTH PLAN(S)

(Print Company Name)

By: _____ (Signed)

Tommy Battle _____ (Printed)

Title: Mayor _____

GROUP NUMBER(S): All - 290920001 92751

Please complete, sign and return this form to Blue Cross and Blue Shield of Alabama – Attn: Underwriting. If you have more than one group health plan or need more space to identify additional business associates, please copy this form as needed. If you do not return this form, then we will not disclose protected health information to the other business associates and third party administrators of the plan(s) until the plan(s) authorize us to do so in writing.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-149

Department: ITS

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

Resolution authorizing the Mayor to enter into a Subscription Agreement between the City of Huntsville and Regroup, for city alerts app's text, voice, and email services.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $17,200.00

Total Cost: $17,200.00

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:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6544

Department: ITS

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

Resolution authorizing the Mayor to enter into a Subscription Agreement between the City of Huntsville and Regroup, for city alerts app's text, voice, and email services.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $17,200.00

Total Cost: $17,200.00

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:

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 on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into a Subscription Agreement by and between the City of Huntsville and Regroup which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Subscription Agreement between the City of Huntsville and Regroup," consisting of thirteen (13) pages with the date of February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville,
Alabama

RegrouP"
Mass Notification

Subscription Agreement

Bb. Contacts & Messages

1. SMS and TTS messaging shall be limited to 3,000,000 total messages annually. Regroup will charge for added messages exceeding the actual messages included in your Membership. Regroup will notify you of usage overages before invoicing for the overage.

2. With respect to total users, Regroup will charge for users added that are in excess of the number of total users included in your Membership. Regroup will notify you of usage overages prior to invoicing for the overage.

A. Payment Terms

1. All initial and subsequent payments shall be due net 30 days. Unless otherwise specified, all dollars ($) are United States currency.
2. Late payments may incur a 1.5% penalty.
3. City of Huntsville, AL shall be invoiced for amounts due in respect to the Initial Term upon execution of this Subscription Agreement

B. Acceptance and Authorization

The terms and conditions of the Regroup Terms of Use and Privacy Policy, which are incorporated herein by reference, apply in full to the services and products provided under this Subscription Agreement.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Subscription Agreement, under seal.

Accepted by Buyer: City of Huntsville, AL

Signature: _____

Name: Tommy Battle

Title: Mayor

Date: February 12, 2026

Accepted by: Regroup

Signature: _____

Name: _____

Title:

Date:

_____

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

Date: February 12, 2026

Regroup\\
Mass Notification

Regroup Terms of Use

Dais, Inc.a Delaware corporation, dba Regroup ("Regroup" or "we") is an information and messaging service that allows Members to search for information, create information, join groups, and message those groups through Regroup's cloud-based platform ("Regroup Platform"). The services offered by Regroup include any Regroup-branded URL (the "Website"), Regroup mobile services, Regroup messages (e-mail or otherwise), and any other features, content, applications and services offered from time to time on or through the Website or otherwise by Regroup, including without limitation the Regroup Platform (collectively, the "Services").

These Terms of Use ("Terms of Use") set forth the legally binding terms for your use of the Services. If you do not agree with these Terms of Use, your choice is not to use our Services. By using the Services, you agree to be bound by these Terms of Use, Regroup's Privacy Policy found here, incorporated herein by reference, and the terms and conditions set forth in any Regroup registration or order form, whether you area "Visitor" (which means that you access or use the Services but do not have a paid subscription with Regroup) ora "Member" (which means that you have a paid subscription with Regroup). The terms "User" and "you" refer to a Visitor ora Member.

In order to use or participate in certain Services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions from Regroup. Unless otherwise provided by the additional terms and conditions applicable to the Services in which you choose to participate, those additional terms are hereby incorporated into these Terms of Use.

Regroup may modify these Terms of Use from time to time and such modification shall be effective upon posting by Regroup on the Website. Your continued use of the Services after Regroup makes changes is deemed to be acceptance of those changes, so please check these Terms of Use periodically for updates.

Please choose carefully the information you post on or through the Services and that you provide to other Users. Your User Contributions may not include any form of prohibited content, as outlined below. Despite this prohibition, information, materials, products or services provided by other Members (for instance, in their profile) may, in whole or in part, be unauthorized, impermissible or otherwise violate these Terms of Use, and Regroup assumes no responsibility or liability for this material. If you become aware of misuse of the Services by any person.

Regroup reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to deny, restrict, suspend, or terminate your access to all oar any part of the Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. Regroup expressly reserves the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the Services if Regroup determines, in its sole discretion, that you have violated these Terms of Use or pose a threat to Regroup and/or its Users.

1. Accessing the Services and Account Security

Regroup reserves the right to withdraw or amend the Services, in its sole discretion without notice. Regroup will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the

entire Service, to Users.

You are responsible for: (a) making all arrangements necessary for you to have access to the Services; and (b) ensuring that all persons who access the Services through your internet connection are aware of these Terms of Use and comply with them.

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide to Regroup is correct, current and complete. You agree that all information you provide to register with the Services or otherwise, including but not limited to through the use of any interactive features on the Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

2. Eligibility

Use of the Services and registration for the Services ("Membership") is void where prohibited. By using the Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are of a legal age to form a binding contract with Regroup; and (d) your use of the Services does not violate any applicable law or regulation. If you do not meet all of these requirements, you must not access or use the Services. Your profile may be deleted and your Membership may be terminated without warning, if Regroup believes that you do not meet any of the foregoing requirements.

3. Fees

3.1 Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable ("Fees"). All payment obligations are noncancelable and all amounts paid are nonrefundable. You are responsible for paying for all Fees during your entire Membership term, whether or not the Service is actively used. You must provide Regroup payment in advance as a condition to implementation beginning. The Fee for additional licenses will be the then current, generally applicable Fee. Regroup reserves the right to modify its Fees and to introduce new charges at any time. However, Regroup may not modify its Fees for Services for which payment has already been rendered. All pricing terms are confidential, and you agree not to disclose them to any third party unless required by law.

3.2 Billing and Renewal

Regroup charges and collects in advance the Fees for use of the Service from the Invoice date,

and on each Membership renewal, until cancellation. Additional renewal options are available through 2029. Upon mutual written agreement of the parties prior to the expiration of the initial term, this Agreement may be renewed for an additional term under the same terms and conditions. Regroup will issue an invoice for the applicable renewal term in accordance with the fees set forth herein. The Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Regroup's income. You agree to provide Regroup with complete and accurate billing and contact information. This information includes your legal name, street address, e-mail address, and name and telephone number of an authorized billing contact.

Payment is due within 30 days of the invoice date.

3.3 Overages

Regroup reserves the right to charge any applicable overage Fees if you exceed the maximum usage allowed by your plan in any given month. For the next month, you may be automatically charged for such higher usage, or we may require that you upgrade toa new Membership (which may require you to enter into a signed agreement with Regroup). With respect to total users, Regroup will charge for users added that are in excess of the number of total users included in your Membership. Regroup will notify you of usage overages prior to invoicing for the overage.

3.4 Additional Fees

We may revise Fees at any time, or impose additional fees or charges. Unless otherwise expressly stated in writing, any discounts applied to a previous Membership period do not apply toa renewed Membership period, including to any automatic renewals.

If you believe your bill is incorrect, you must contact us in writing (including email) within 7 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

3.5 Audit

You grant Regroup the right to audit your systems and usage in order to verify your compliance with the terms of this Agreement.

4. Non-Payment and Suspension

In addition to any other rights granted to Regroup herein, Regroup reserves the right to suspend or terminate these Terms of Use, your Membership and your access to the Service if your account becomes delinquent. Delinquent invoices are subject to interest of I .5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged during any period of suspension. If you or Regroup initiates termination of these Terms of Use, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above.

5. Limited License

5.1 Regroup Platform

Subject to the terms and conditions of these Terms of Use, during the period you have a valid Membership with Regroup, Regroup grants you, and you agree to comply with, a non-sublicensable, non-transferable, non-exclusive, revocable, limited license to use the Regroup Platform and the proprietary documentation generally made available by Regroup to you on or through the Services ("Documentation"), solely for your own purposes.

5.2 Ownership

As between you and Regroup, Regroup owns all rights and interest to any and all patents, copyrights, moral rights, trade secrets, trademarks, service marks, publicity rights and other proprietary rights (whether or not perfected or perfectible and whether or not now known or hereafter discovered) ("Intellectual Property Rights") in and to the Services. Nothing in these Terms of Use grants you any rights whatsoever in or relating to source code. All ownership rights, title, and Intellectual Property Rights in and to the Services shall remain in Regroup and/or its licensors. Other than as expressly granted herein, Regroup does not grant you any other rights to the Services. You agree that Regroup has the right to change, modify, add to or discontinue or retire any aspect or feature of the Services at any time. Regroup has no obligation to give you notice of any changes. From time to time, Regroup may, but is under no obligation to, release upgrades, fixes or new versions of the Services, although these upgrades may not be consistent across all platforms and devices. All such upgrades, fixes or new versions shall be considered part of the Services subject to the terms of these Terms of Use, unless we provide different terms at the time of release.

5.3 Restrictions

You agree not to, or to allow others to: (a)adapt, alter, modify, decompile, translate, make derivative works, disassemble, or reverse engineer the Services, including without limitation, the source code and any other underlying ideas or algorithms of the Services (except to the extent applicable laws specifically prohibit such restriction or where in accordance with the API terms of service); (b) copy the Services; (c) transfer, sublicense, loan, sell, lease, use for timesharing or service bureau purposes, or otherwise commercially use or exploit the Services; (d) use the Services in violation of any applicable regulation or law; (e) ship, divert, trans-ship, transfer, export or re-export any Services or any component thereof into any country or use it in any manner prohibited by any export control laws, restrictions, or regulations administered by the U.S. Commerce Department's Bureau of Export Administration, the U.S. Department of Treasury's Office of Foreign Assets Control or any other applicable government agency, (f)use or attempt to use the Services for competitive analysis or benchmarking of the Services, or to develop a competitive service or directly compete with the Services; (g) to store or transfer any tortious, illegal or infringing materials,
(h) use or attempt to use the Services, or provide us with any data, in violation of any third-party rights of any kind, including without limitation any privacy, intellectual property, confidentiality or contractual rights, or (i) to transfer any viruses, worms, trojans or other items of a similarly destructive nature.

You shall use no less than industry standard security measures with respect to its access and use of the Services. You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, hardware, server, software, operating system, networking, communication services, web and hosted services and platforms, and any platforms, networks, services and/or websites where it distributes and runs its services and applications.

You agree to:

- use the Services for lawful purposes only and in compliance with any policies posted to the Website or otherwise conveyed to you by Regroup;
- not use the Services in a way that prevents or inhibits another User from enjoying the Services;
- not obtain the communications protocol for accessing the Services;
- not remove, obscure or alter any notices or indications of any Intellectual Property Rights, any trade names, trademarks, service marks, logos, trade dress, and any other distinctive or proprietary symbols, labels, designs or designations ("Branding"), or any electronic

notices;

- not interfere with, or attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the Service servers; and
- not to challenge or assist others to challenge our rights in the Branding, or our Intellectual Property Rights or registration or applications thereof.

You agree to promptly notify Regroup of any violation of this section, or otherwise of these Terms of Use.

6. Confidential Information

"Confidential Information" means: (a) the Services; and (b) any Regroup business or technical information that is disclosed to you in connection with these Terms of Use, including without limitation any information relating to Regroup's plans, designs, costs, prices, finances, marketing plans, business opportunities, personnel or research and development. You will maintain all Confidential Information in strict confidence and will not disclose Confidential Information to any third party, except as required by law. You will not use Confidential Information, except as necessary for your performance of these Terms of Use.

You agree that any material breach of this section will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of this section in additional to any other relief to which Regroup may be entitled.

7. Maintenance

The Services, including without limitation the Regroup Platform, and any updates, are deemed accepted by User. Regroup is not obligated to provide maintenance, technical support or updates to User for the Services. Any maintenance or updates provided by Regroup, if any, shall be covered by these Terms of Use. User shall bear all costs of using the Services, including but not limited to, software design, software development, application debugging, application testing and network connectivity.

8. User Contributions

8.1 User Contributions

The Services allow Users to send notification messages, and may also contain other interactive features (collectively, "Interactive Services") that allow Users to post, submit, publish, display, send or transmit to other Users or persons (hereinafter, "post") content, materials or notifications, including without limitation emergency notifications (collectively, "User Contributions") on or through the Services.

All User Contributions must comply with the content standards set out in these Terms of Use.

Any User Contribution you provide on the Services will be considered non-confidential and non-proprietary. By providing any User Contribution on the Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that: (i) you own or control all rights in and to the User Contributions posted by you on or through the Services and have the right to grant the license granted above to Regroup and its affiliates and service providers, and each of their and our respective licensees, successors and assigns, and (ii)all of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Regroup, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

Regroup is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Services.

8.2 Monitoring and Enforcement;

Termination We have the right to:

- Remove or refuse to post any User Contribution for any reason or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Users of the Services or the public or could create liability for Regroup.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS REGROUP AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES OR ANY OTHER THIRD PARTY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Regroup does not undertake to review any User Contribution before it is posted on the Services, and cannot ensure prompt removal of any objectionable User Contribution after it has been posted. Accordingly, Regroup assumes no liability for any action or inaction regarding transmissions, communications or content of any User Contribution provided by any User or third party. Regroup has no liability or responsibility to you or any third party for performance or nonperformance of the activities set forth in this section.

8.3 Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property

or other rights of any other person.

- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use or our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Causeannoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- Solicit personal information from anyone under 18.
- Publicly post information that poses or creates a privacy or security risk to any person.
- Involve the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, or "spamming."
- Contain restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page).
- Solicit passwords or personal identifying information for commercial or unlawful purposes from other Users.
- Include a photograph or video of another person that you have posted without that person's consent.

8.4 Copyright Infringement

If you believe that any User Contributions violate your copyright, please send us a notice of the copyright infringement. It is the policy of Regroup to terminate the User accounts of repeat infringers.

8.5 Reliance on Information Posted

The information presented on or through the Service is made available solely for general information purposes. Regroup does not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. Regroup disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Services may include User Contributions. All statements and/or opinions expressed in these User Contributions, and all articles and responses to questions and other content, other than the content provided by Regroup, are solely the opinions and the responsibility of the person or entity providing those User Contributions. The User Contributions do not necessarily reflect the opinion of Regroup. Regroup is not responsible, or liable to you or any third party,

for the content or accuracy of any User Contributions provided by any third parties.

9. Member Disputes

You are solely responsible for your interactions with other Members, including without limitation any User Contributions provided by you. Regroup reserves the right, but has no obligation, to become involved in any way with disputes between you and other Users.

10. Privacy

All information we collect on the Services is subject to our Privacy Policy. By using the Services, you consent to all actions taken by us with respect to your information incompliance with the Privacy Policy.

11. Disclaimers of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER REGROUP NOR ANY PERSON ASSOCIATED WITH REGROUP MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER REGROUP NOR ANYONE ASSOCIATED WITH REGROUP REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

REGROUP HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Limitation on Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL REGROUP, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR SUPPLIERS BE LIABLE (1) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RELATED TO OR ARISING FROM

YOUR USE, MISUSE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST DAT A, LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE RESULTING FROM YOUR USE OF THE SERVICES, UNAUTHORIZED ACCESS TO OUR SERVERS, SERVER UNAVAILABILITY AND ANY PERSONAL INFORMATION STORED THEREIN, ANY DELAYS OR INTERRUPTIONS DUE TO ELECTRONIC OR MECHANICAL EQUIPMENT FAILURES, DENIAL OF SERVICE ATTACKS, DATE DATA PROCESSING FAILURES, TELECOMMUNICATIONS OR INTERNET PROBLEMS OR UTILITY FAILURES, HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED, TO CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE AND WHETHER OR NOT REGROUP WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (11) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES OR DESTRUCTIVE PROPERTIES OF THE SERVICE. IN NO EVENT SHALL REGROUP'S AGGREGATE LIABILITY UNDER THESE TERMS OF USE EXCEED THE TOTAL SUM OF MONIES PAID FROM YOU TO US AS CONSIDERATION FOR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

13. Disputes

13. I Governing Law; Waiver

These Terms of Use shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to its conflict of law provisions. You and Regroup agree to submit to the exclusive jurisdiction of the courts located within the State of Texas to resolve any dispute arising out of these Terms of Use or the Services. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TOA TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS OF USE. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THEOTHER PARTY ENTERING INTO THESE TERMS OF USE.

13.2 Arbitration

At Regroup's sole discretion, it may require you to submit any disputes arising from the use of these Terms of Use or the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

14. Termination

For Visitors, we may terminate these Terms of Use at any time, in whole or in part, for any reason, with or without notice. You may terminate these Terms of Use at any time by: (a) providing us with written notice; and (b) discontinuing your use of the Services and removing all Services from your website, application or service and destroying all other parts of the Service and Regroup Confidential Information in your possession.

For Users with a Membership, you may terminate these Terms of Use effective as of the end of the then-current Membership period by providing us with at least ninety (90) days' written notice prior to the expiration of your then-current subscription term. Once you are under a Membership, Regroup may terminate these Terms of Use at any time, in whole or in part, for any reason upon providing you with written notice.

Following any expiration, cancellation or termination of these Terms of Use, for any reason, the

rights, license and any other services provided by us to you or granted herein to Member, shall immediately and automatically terminate, and Member shall no longer have the right to use or distribute the Services in any manner, network access to the Services will be stopped and Member shall immediately (a) pay all outstanding balances and (b) cease all use of the Services and remove all Services from all websites, applications or services, and destroy all other parts of the Services and Confidential Information in your possession. The following sections will survive any expiration or termination of this Agreement: Section 3 (with respect to any outstanding Fees and their collection), Section 4, (Non-Payment and Suspension), Section 5.2 (Ownership), Section 5.3 (Restrictions), Section 6 (Confidential Information), Section 8 (User Contributions), Section 9 (Member Disputes), Section 11 (Disclaimer of Warranties) through Section 17 (Miscellaneous), in addition to any other provisions which by their terms or sense are intended to survive.

We also may permanently or temporarily terminate, suspend or limit your usage, or otherwise refuse to permit your use of the Services without notice or liability, if in our sole determination, you violate these Terms of Use or the Privacy Policy, or in cases of emergency or to prevent violations of law or harm to Regroup or others. Termination of these Terms of Use, any license, or your access to the Services, shall not limit us from pursuing other remedies available to us against you, including, but not limited to, injunctive relief.

15. Miscellaneous

15.1 Trade Names and Trademarks

You hereby grant Regroup a non-exclusive, royalty free license to use your trade names, logos, and trademarks in Regroup's marketing, advertising, literature and websites solely for the purpose of promoting Regroup goods and services.

15.2 Non-disparagement.

You agree and covenant that you shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory, false, disparaging, or negative remarks, comments, or statements concerning Regroup or its businesses, or any of its employees, officers, or directors, and its existing and prospective customers, suppliers, investors, and other associated third parties, now or in the future. This Section does not, in any way, restrict or impede you from exercising protected rights to the extent that these rights cannot be waived by agreement or from complying with any applicable law or regulation ora valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. You shall provide written notice of any such order to Regroup within 48 hours of receipt.

15.3 Entire Agreement

These Terms of Use are accepted upon your use of the Services and is further affirmed by you becoming a Member. These Terms of Use constitute the entire agreement between you and Regroup regarding the use of the Services. The failure of Regroup to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. Regroup is a trademark of Dais, Inc. These Terms of Use operate to the fullest extent permissible by law. If any provision of these Terms of Use are unlawful, void or unenforceable, that provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

15.4 Assignment

You may not assign, delegate, or otherwise transfer your rights or delegate your obligations under these Terms of Use, in whole or in part, and any attempted assignment by you shall be null and void. Regroup may assign, delegate or transfer these Terms of Use, its rights and obligations in its sole discretion.

15.5 Force Majeure

If either party's performance of any of its obligations hereunder is delayed by labor dispute, war, governmental action, flood, fire, explosion or other act of nature or any other matter not within such party's reasonable control, then the date for performance shall be extended by the time of such delay; provided, however, that the party subjected thereto shall pursue with reasonable diligence the avoidance or removal of such delay if reasonably feasible.

15.6 Costs and Expenses

Except as otherwise provided for in these Terms of Use, each party shall be responsible for and will bear all costs and expenses incurred by it in connection with the performance of its obligations under these Terms of Use.

15.7 Your Comments and Concerns

If you would like to communicate with us about these Terms of Use or the Services, please contact Regroup at:

Mail:
Regroup
709 Noe Street
San Francisco, CA 94114
Email: support@regroup.com

Invoice: Renewal

709 Noe Street, San Francisco, CA 94114
Phone: 775-476-8710 | Fax: 415-520-9422
www.regroup.com / support@regroup.com

Date:01/31/2026
Invoice #: REN-39107532720

Bill to:
City of Huntsville, AL
308 Fountain Circle Southwest
Huntsville, Alabama
35801

Regroup
Accounts Receivable Team
Email: ar@regroup.com
Phone: (917) 791-3241

Contact	PO#	Payment Terms	Invoice Due Date
Communication Office	-	21	02/21/2026

Product Term Duration: 01/31/2026 - 01/30/2027 Contact count: 200000	Fee Type	Sale Price	Term	Total Price
Regroup Annual Subscription	Annual	$17,200.00	1	$17,200.00
NOAA	Included	$0.00	1	$0.00
IPAWS	Included	$0.00	1	$0.00
Regroup Mobile - Manager	Included	$0.00	1	$0.00
Resident Data Integration	Included	$0.00	1	$0.00
Post Auto Translation	Included	$0.00	1	$0.00
Mapping Option - Geo targeted messaging	Included	$0.00	1	$0.00
Regroup Mobile - End User	Included	$0.00	1	$0.00

Invoice Total: $17,200.00

Note: This renewal includes only currently supported products and services. Any legacy or discontinued items from prior terms are excluded unless expressly included above.

Available Payment Method
Credit Card
Wire Transfer Details (ACH)
Bank of America: Account #: 1130268124 | Routing #: 121000358
A 1.5% interest charge is applied to late payments.
All dollars ($) are United States currency.
Thank you for your business!

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-150

Department: ITS

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

Resolution authorizing the Mayor to execute Modification No 1 to the Agreement between the City of Huntsville and Verta Technologies for the City of Huntsville's Audio Visual Services and Support for City Hall.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515370-00000000

City Cost Amount: $72,102.00

Total Cost: $72,102.00

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:

This Resolution will cover the details and offerings from Verta Technologies to the City of Huntsville for Audio Visual Services and Support for City Hall. Modification No 1 brings the total CoH Contract amount for Verta Technologies to $169,114.00.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6496

Department: ITS

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

Resolution authorizing the Mayor to execute Modification No 1 to the Agreement between the City of Huntsville and Verta Technologies for the City of Huntsville's Audio Visual Services and Support for City Hall.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515370-00000000

City Cost Amount: $72,102.00

Total Cost: $72,102.00

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:

This Resolution will cover the details and offerings from Verta Technologies to the City of Huntsville for Audio Visual Services and Support for City Hall. Modification No 1 brings the total CoH Contract amount for Verta Technologies to $169,114.00.

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 execute Modification No. 1 to the Agreement between the City of Huntsville and Verta Technologies, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said modification is substantially in words and figures similar to that certain document attached hereto and identified as "Modification No.1 to the Agreement Between the City of Huntsville, Alabama and Verta Technologies," as adopted and approved Pursuant to Resolution No. 24-616 consisting of fifty-six (56) pages, and the date of February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

Modification No. 1 to the Agreement Between the City of Huntsville, Alabama and Verta Technologies, as adopted and approved Pursuant to Resolution No. 24-616 of the City Council of the City of Huntsville

MODIFICATION NO. 1 TO AGREEMENT

This Modification No. 1 to the Agreement (this "Modification No. 1") is made effective as of the 12th day of February, 2026 by and between the CITY OF HUNTSVILLE, ALABAMA, (the "City") a municipal corporation within the State of Alabama (the "City") and Verta, an Alabama Limited Liability Company doing business as Verta Technologies (hereinafter referred to as "Verta").

WITNESSETH

WHEREAS the City and Verta, pursuant to Resolution No. 24-616, entered into that certain Agreement on August 22, 2024 (the "Agreement"), with a term of one (1) year commencing on October 1, 2024 and ending on September 31, 2025, with options to renew for up to two (2) additional one-year terms; and

WHEREAS the Agreement arose out of Verta's response to Request for Proposals Number 48-2024-17 to purchase audio visual equipment and provide an on-site technician therefor. The Agreement specifically provided that Verta would not provide such services to City Hall.

WHEREAS the City issued Request for Proposals Number 21-2026-17 for Audio-Visual Services Phase 2, dated December 12, 2025, which included providing services to City Hall. This Request for Proposals, together with all attachments, amendments and addendums, is referred to as the "RFP", and is attached hereto and incorporated by reference as exhibit "A," and

WHEREAS in response to the RFP, Verta submitted to the City a proposal dated January 15, 2026. This proposal, together with all attachments, is referred to herein as the "Proposal", and is

President or Pro Tem of the City Council of the City of Huntsville, Alabama

Date: February 12, 2026

available for inspection at the City's Information Technology Services office located at 805 Fountain Cir., Huntsville, AL 35801, and

WHERAS the RFP provided that, "If mutually agreed upon by the City and the selected vendor, such equipment, buildings and/or facilities shall be incorporated into the contract under the same terms and conditions. The City reserves the right, and upon mutual agreement between the City, the selected vendor, and the current contract vendor holding the Audio Visual Services and Support contract awarded pursuant to Resolution No. 24-616, to incorporate equipment, buildings, and facilities covered under that contract into the contract awarded pursuant to this Request for Proposal," and

WHERAS the City and Verta mutually desire to incorporate the RFP into its existing contract with the City;

NOW THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties do hereby agree to the following:

1. That Section 1.3, which currently reads:

1.3 **Properties Covered.**

1.3.1 Verta will develop as needed and maintain City's audio-visual systems in properties including, but not limited to, the Public Safety Training Academy (5365 Triana Blvd.), all City of Huntsville Fire Stations, the Huntsville Aquatic Center, the Iceplex, the Sandra Moon Complex, any other City facility that utilizes AV equipment, and any new facility with AV equipment that may be completed during the term of this contract, including, but not limited to, a planned new installation at John Hunt Park.

1.3.2 This agreement does not include AV equipment at Huntsville City Hall, in-car equipment, or North Alabama Multi Agency Crime Center (NA-MACC) equipment associated with the Huntsville Police Department.

1.3.3 This agreement does not include building security cameras or DVRs managed by the General Services Department.

1.3.4 This agreement does not include building access, fire alarms, burglar control, or any other safety and security equipment.

1.3.5 This agreement does not cover equipment currently under other maintenance or support contracts, but such equipment may be added in the future with written agreement of both the City and Verta.

is amended to read:

1.1 **Properties Covered.**

1.1.1 Verta will develop as needed and maintain City's audio-visual systems in properties including, but not limited to, City Hall, the Public Safety Training Academy (5365 Triana Blvd.), all City of Huntsville Fire Stations, the Huntsville Aquatic Center, the Iceplex, the Sandra Moon Complex, any other City facility that utilizes AV equipment, and any new facility with AV equipment that may be completed during the term of this contract, including, but not limited to, a planned new installation at John Hunt Park.

1.1.2 This agreement does not include building security cameras or DVRs managed by the General Services Department.

1.1.3 This agreement does not include building access, fire alarms, burglar control, or any other safety and security equipment.

1.1.4 This agreement does not cover equipment currently under other maintenance or support contracts, which at the time of the execution of this contract includes, but is not limited to: in-car equipment; North Alabama Multi Agency Crime Center (NA-MACC); and equipment associated with the Huntsville Police Department. Such equipment may be added in the future with written agreement of both the City and Verta.

2. That Section 2.0 which currently reads:

2.0 Terms and Conditions

2.1 **Term.** The term of this contract is one year beginning on October 1, 2024, thereafter the contract will automatically renew for up to two additional one-year terms unless either party submits a written cancellation request at least 60 days before the end of the term. The annual fee will increase by 2% each renewal term.

is amended to read

2.0 Terms and Conditions

2.1 **Term.** The term of this contract is one year beginning on February 12, 2026, thereafter the contract will automatically renew, subject to funding, for up to two additional one-year terms unless either party submits a written cancellation request at least 60 days before the end of the term. The annual fee will increase by 2% each renewal term.

3. That section 9.12 which currently reads:

9.12 Order of Precedence of Contract Documents

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and Verta is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) City of Huntsville Request for Proposals #48-2024-17 dated June 13, 2024; and 3) Verta's Response to Request for Proposals #48-2024-17 dated June 20, 2024 (which include the Pricing Proposal attached hereto as Exhibit B).

is amended to read:

9.12 Order of Precedence of Contract Documents

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and Verta is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Modification #1, 2) Agreement; 3) City of Huntsville Request for Proposals #21-2026-17 dated December 12, 2025; 4) City of Huntsville Request for Proposals #48-2024-17 dated June 13, 2024; 5) Verta's Response to Request for Proposals #12-2026-17 dated January 15, 2026 (which include the Pricing Proposal attached hereto as Exhibit B); and 6) Verta's Response to Request for Proposals #48-2024-17 dated June 20, 2024.

4. That the following Section 9.13 is added:

9.13 Confidentiality

Verta acknowledges that confidential information in the way of financial practices, internal activities, and operations, may be made available to it in connection with its work pursuant to this agreement. Verta agrees not to disclose confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this agreement.

5. That exhibit "A" be substituted with the exhibit "A" attached to this agreement.

6. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement, on the date set forth above.

THE CITY OF HUNTSVILLE, ALABAMA

Tommy Battle, Mayor
City of Huntsville, Alabama
Date: February 12, 2026

ATTEST:

Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

VERTA, LLC DBA VERTA TECHNOLOGIES

By:
Its: CFO

WITNESS:

By:
Its: CFO

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and Clerk Treasurer of The City of Huntsville, a municipal corporation in the State of Alabama are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 12th day of February, 2026.

Notary Public

Notary Public

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Christian Tuttle and Eric Grisham whose names as Christian Tuttle and Eric Grisham of Verta, LLC, dba Verta Technologies, an Alabama limited liability company, 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 capacities as such officers, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 5th day of February, 2026.

Notary Public

STATE OF ALABAMA NOTARY PUBLIC
HANNAH CONSTANCE GONZALEZ
My Commission Expires
April 2, 2029

Exhibit A

HUNTSVILLE

Tommy Battle
Mayor

City of Huntsville, Alabama

Finance Department
Procurement Services Division

Request For Proposals
Audio Visual Services and Support Phase 2

Request for Proposal #:	21-2026-17
Issue Date:	December 12, 2025
Bid Bond Requirements:	No, a bid bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Proposal Teleconference Date and Time:	N/A
Pre-Proposal Conference Date:	N/A
Deadline for Questions Date:	January 8, 2026 @ 2:00:00 PM
RFP Closing Date:	January 15, 2026 @ 2:00:00 PM
RFP Opening Location:	Council Chambers – 2nd Floor 305 Fountain Circle, Huntsville, Alabama 35801
Post Closing Conference Date and Time:	N/A
Post-Closing Proposer Presentation/Demonstration Date:	N/A
Procurement Services Contact:	Carrie Power Carrie.power@huntsvilleal.gov (256) 564-8060
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
RFP E-Documents:	N/A
Proposal Copies to be Submitted	1 Original, un-bound
City File Reference:	Audio Visual Services and Support Phase 2

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APPENDIX A
CITY OF HUNTSVILLE, ALABAMA
SCOPE OF WORK & RELATED INFORMATION

CITY OBJECTIVES
The City of Huntsville desires to solicit sealed proposals for **Audio Visual Services and Support Phase 2** for City of Huntsville Buildings and Facilities.

PROPOSAL SUBMITTAL/RECEIVING OF PROPOSALS
Proposals shall be submitted to Procurement Services on or before the scheduled proposal opening date as specified on the cover page. All Proposals must be in Procurement Services possession by 2:00:00 PM CST on the schedule proposal opening date. Proposal packets will be date and time-stamped upon receipt by Procurement Services.

For the purposes of receiving proposals, the clock located in the City Council Chambers located on the 2nd Floor of 305 Fountain Circle, Huntsville, Alabama 35801, regulated by the National Institute for Standards and Technology (NIST), shall be the official record of time.

Proposal Opening Day Submittals: Proposers submitting proposals on the scheduled proposal opening date who arrive at City Hall – 305 Fountain Circle, Huntsville, Alabama 35801 at 1:45:00PM or after shall report directly to the Council Chambers and hand-deliver (submit) their proposal to Procurement Services.

All timely submitted proposals will be publicly opened and read in the Council Chambers at 2:00:00PM CST.

SPECIFIC REQUIREMENTS (may defer to checklist type format in Appendix D)

NEW EQUIPMENT (generally a required clause)
All manufactured commodities shall be new, latest model unless otherwise stipulated. Proposer 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.

DESCRIPTION OF CITY I.T. INFRASTRUCTURE (generally required for all technology procurements – ITS is lead provider of this information)

LOCATIONS OF WORK
The work to meet the requirements of the Contract must be performed at various City work sites unless authorized by the City otherwise, for which more information will be provided later by the City, or upon request pursuant to an addenda issue if determined necessary by the City. Proposer shall make the inquires it deems necessary in this regard, to avoid confusion by the Proposer about its Contract obligations and to allow Proposal to include any limitation on working conditions Proposer deems necessary.

PROJECT COMPLETION SCHEDULE
As described in Section 3, Proposal shall include a project completion schedule that depicts the phases of work, based on general benchmarks used by Proposer for the minimum level of goods and services desired by the City. Proposer shall disclose in the schedule all significant assumptions upon which the schedule is based.

INSPECTION OF WORK
All goods and services to be provided under the Contract shall be subject to inspection and acceptance by an authorized City representative while in process or after completion. If any such goods or services are found to be unsatisfactory and not in accordance with the requirements of the Contract, the City shall notify the Contractor for immediate corrective action.

APPENDIX B
CITY OF HUNTSVILLE, ALABAMA
EVALUATION CRITERIA

1. EVALUATION PROCESS

After the proposal closing date, the City will perform an evaluation of each Proposal. During the evaluation, the City may conduct interviews of Proposer, and request Proposer to participate in a mandatory teleconference, or to make presentations to the City and/or demonstrate its products that are the subject of this RFP. Concerning a teleconference, presentation or demonstration, Proposer will be given at least ten (10) days' notice of the date and time for such, and the City may consider a Proposer non-responsive or non-responsible if it does not participate in such to the City's satisfaction. Also, the City may interview and/or visit other customers who have purchased similar goods and services from Proposer.

2. RESPONSIVE PROPOSALS

The City will determine if a Proposal is "responsive" to the requirements of the RFP based on Attachment A-Section 3 and on any other information available to the City and reserves the right to waive minor informalities (Attachment A-Section 2.5).

3. RESPONSIBLE PROPOSALS

The City will determine if Proposer is deemed "responsible" based on Section 3 and on any other information available to the City.

4. AWARD INTENTION

The City intends to award a contract to the responsive, responsible Proposer(s) whose Proposal offers the best value for the City, after selection and negotiation.

5. EVALUATION CRITERIA

Proposers determined to be responsive and responsible will be evaluated to provide the services sought herein. Selection will be based upon, but not limited to the following criteria:

- Proposer's capabilities, including:
    - The ability to respond to and meet the guidelines and conditions set forth in this RFP.
    - Demonstrated capacity, facilities and organizational structure to perform the type of services sought.
- Qualifications and experience of Proposer and key personnel including A/V certifications, academic credentials, operational and practical experience.
- Demonstrated knowledge of the subject areas.
- Experience in providing similar services to other clients.
- Record of performance with the City and/or other clients.
- Pricing.
- Lack of debarment status by either the state or federal government.

The order of these factors does not generally denote relative importance. The City reserves the right to consider such other relevant factors as it deems appropriate to obtain the "best value".
The City reserves the right to enter into negotiations with the successful Proposer with regard to specifications, terms, cost and contract date/time.

6. SELECTION

Notification of selection of Proposer(s) who submitted conforming responses will be made when the selection process is final.

PROPOSERS ARE REQUIRED TO SPECIFY ANY EXCEPTIONS TO THE MASTER AGREEMENT AND TO MAKE ANY SUGGESTED COUNTERPROPOSAL(S) WITH THEIR RESPONSE. FAILURE TO SPECIFY EXCEPTIONS AND/OR COUNTERPROPOSALS WILL BE DEEMED AN ACCEPTANCE OF THE MASTER AGREEMENT'S TERMS AND CONDITIONS, AND NO SUBSEQUENT NEGOTIATION OF SUCH PROVISIONS SHALL BE PERMITTED. RESERVING ONE'S RIGHTS TO NEGOTIATE TERMS AT ER AN AWARD IS MADE IS UNACCEPTABLE.

The City reserves the right to enter into negotiations with the successful Proposer(s) with regard to specifications, terms, and cost.

APPENDIX C
CITY OF HUNTSVILLE, ALABAMA
PROPOSAL PREPARATION CHECKLIST

The checklist is for general guidance only and not intended to provide an all-inclusive list of response requirements, which Proposers must determine from this RFP.

Description	**Reference**	
RFP Schedule	Section 1.3 & Cover	_____
General Terms & Conditions	Section 2	_____
Proposer Responsibilities	Section 2	_____
Bid Bond Requirements	Attachment B	_____
Performance Bond & Insurance Requirements	Attachment B	_____
Business Licensing Requirements	Section 2.23	_____
Alabama Immigration Law	Appendix F & G	_____
Proposal Instructions:	Section 3	_____
Proposer Information Form	Appendix F	_____
Price Proposal Instructions and Form	Section 3.12 & Appendix E	_____
Addenda Acknowledgement	Appendix E	_____
Proposal Submission Requirements	Section 3	_____
Evaluation Criteria	Appendix B	_____
Scope of Work	Appendix A	_____
Special Terms and Conditions	Attachment C	_____

APPENDIX D
CITY OF HUNTSVILLE, ALABAMA
DETAILED FUNCTIONAL OBJECTIVES

Proposer must provide information to demonstrate its qualifications and experience in providing goods and services similar to those the City desires, and such information shall include the below. The City reserves the right to request and require additional information during its evaluation.

It is the intention of The City of Huntsville (herein "the City") to establish a Master Agreement for Audio/Visual (A/V) products and services for use by the City. This agreement will allow the City to establish a central point of contact for A/V purchase, installation, maintenance, support, troubleshooting, and repair of new or existing A/V equipment within buildings and facilities owned and/or leased by the City.

All existing City A/V equipment detailed as “Covered Items” on Attachment 1 is to be maintained and supported under this contract. General locations and description of existing A/V equipment are listed in Attachment 1 which also details items that are currently covered under the existing A/V Services and Support contract. The City reserves the right to add additional equipment, buildings and/or facilities to the resulting contract during the contract term. Upon request, the selected vendor shall provide the City with a written quote for services related to the additional buildings and/or facilities. If mutually agreed upon by the City and the selected vendor, such equipment, buildings and/or facilities shall be incorporated into the contract under the same terms and conditions. The City reserves the right, and upon mutual agreement between the City, the selected vendor, and the current contract vendor holding the Audio Visual Services and Support contract awarded pursuant to Resolution No. 24-616, to incorporate equipment, buildings, and facilities covered under that contract into the contract awarded pursuant to this Request for Proposal.

The award of this contract does not preclude the successful bidder from bidding on other City A/V projects that are outside of the scope of this award.

It is the intention of the City to achieve the following objectives for the City through this RFP:

- Provide a competitively solicited Master Agreement offering A/V services for City equipment, buildings, and facilities.
- Acquire full-time and/or part-time, on-site A/V technicians, with varying skillset levels, within the ITS department to provide continuity for the A/V services throughout the City.
- Achieve cost savings for the City through a competitive solicitation process that eliminates the need for multiple proposals.
- Provide the City a path to escalate technical A/V issues as needed for the City equipment, buildings, and facilities.
- Provide the City with a comprehensive vendor for A/V equipment lifecycle to include procurement, installation, commissioning, maintenance, etc., (Does not include disposal).
- Provide the City access to highly trained A/V professionals as needed at pre-negotiated labor rates.

APPENDIX E
CITY OF HUNTSVILLE, ALABAMA
PROPOSAL PRICING FORM

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

We acknowledge receipt of the following addenda: _____

*****PRICING SHALL BE SUMBITTED IN A SEPARATE, SEALED ENVELOPE*****

APPENDIX F
CITY OF HUNTSVILLE, ALABAMA
PROPOSER INFORMATION & ACKNOWLEDGEMENTS

3.1 PROPOSER INFORMATION

Business Organization

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

_____

Doing-Business-As Name of Proposer:

_____

Principal Office Address:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

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

Corporation	____
Partnership	____
Individual	____
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:

_____

_____

_____

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:

_____

_____

_____

_____

3.2 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) _____

3.3 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."

3.4 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 supersede.

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

_____
Print or Type Name of Proposer

_____
Date

_____
Legal Name of Firm

_____
Mailing Address

_____
City State Zip Code

_____
Phone Fax

_____
Email Address

_____
Website Address

APPENDIX G
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):_____.

- 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: _____ Title (if applicable):_____

Type or legibly write name: _____ Date: _____

APPENDIX H
CITY OF HUNTSVILLE, ALABAMA
DETAILED PROPOSER INFORMATION

Proposer must provide information to demonstrate its qualifications and experience in providing goods and services similar to those the City desires, and such information shall include the below. The City reserves the right to request and require additional information during its evaluation.

RFP SECTION 3.11 TAB 3 - QUALIFICATION AND EXPERIENCE OF PROPOSER

1.0 Scope

• The City is soliciting proposals from qualified vendors to enter into a Master Agreement for A/V

installation and support services.

• Proposer should thoroughly review all documents and note any exceptions to the City's terms and conditions in their proposal.

• The successful bidder shall perform covered services under the terms of this agreement.

• General locations of existing A/V equipment covered under this agreement are listed in Attachment 1

• Any new products purchased through this agreement will be included in the Covered Items List.

1.1 Products and Services

The successful bidder shall perform and provide these products and/or services under the terms of this agreement and may assist the end user with deciding their individual needs for any work order. The following is a list of A/V Products and Services the technician will be expected to support as well as products and services that can be provided by the successful vendor:

- Products
  - Projectors and Displays
  - Cameras, Videos and DVRs
  - Audio Solutions
  - A/V Broadcast technologies
  - Interactive White Boards
  - Interactive Displays
  - Digital Signage
  - Software
  - Design services
  - Cables, connectors, convertors, etc. required for the above
- Services
  - Customer Support
  - Maintenance
  - Installation
  - Warranty
  - RMA

1.1.1 Hardware/Systems Not in Scope

This RFP does not include:

• Building access, fire alarms, burglar alarms, building control, etc. These specialties are handled under

separate contracts.

• Building security cameras and DVRs managed by the General Services Department.

1.2 Information Required

1.2.1 Statement of Proposer 's Qualifications: All responses must include a statement of the Proposer's history, along with its qualifications and experience to provide the services identified in the RFP.

1.2.2 Staff Qualifications: The on-site technician will be dedicated to the City of Huntsville and only works on trouble calls, system updates, preventative maintenance, and other A/V system related tasks as assigned by the City. This technician will be trained in the A/V systems that the City uses and have industry standard knowledge/training.

1.23 References: Provide at least three (3) customer references for products and/or services of similar scope dating within the past three (3) years. Provide a range of references across government entity groups including K-12, higher education, city, county, or non-profit entities. All references should include the following information from the entity:

• Entity Name

• Contact Name and Title

• City and State

• Phone

• Years Serviced

• Description of Services

1.2.4 Value Added Products and Services: Include any additional products and/or services available in the response that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance or add value to this contract for the City.

1.2.5 Response Times: Proposal will include response times and as a minimum will include response/fix times for Emergency, Urgent, Normal and Routine requests, as well as proposed definitions/examples of each type of response.

1.2.6 Workmanship and Technique: Proposers must have any necessary certifications/licenses generally required of A/V designers/technicians/helpers. Verification of licensing and permits will be presented upon request.

1.3 Billing Rates and Structure:

1.3.1 - Assigned Technician

1.3.1.1 Rate: The City anticipates the dedicated certified A/V technician will be provided to the City on a labor only basis at a fixed annual cost billed either monthly or quarterly. Overtime or after-hours hourly rates may be included in the proposal, but the City does not anticipate allowing more than 40 hours per week.

1.3.1.2 Duty Hours: The technician will be available Monday-friday, 8:00AM - 5:00 with one hour for lunch. Working outside of normal work hours is not authorized without prior approval from the ITS department. In rare instances, daily hours may vary if required to support a City function after hours.

1.3.1.3 Time Off: The assigned technician will not be required on site for any regularly scheduled City holidays or closures. If projected leave time including sick, vacation or other, will be more than five (5) consecutive days, the successful bidder

will be required to provide an on-call replacement technician for any emergent or work outage issues. If projected leave time including sick. vacation or other, will be more than ten (10) consecutive days, the successful bidder will be required to provide an on-site replacement technician.

1.3.1.4 Tools and Transportation: The City will not reimburse for travel. Proposals should include technician, daily work vehicle to transport equipment, hand tools, power tools, specialty tools, test equipment, laptops, etc.

1.3.1.5 Outside Support: Technician is expected to receive support from the rest of the vendor's staff including everything from additional technicians to help with removing displays from the wall or programmers to provide code patches for system bug fixes. Technician will have full access to the vendor's staff for additional support at no additional cost to the City.

Technician will have typical company support accounts and full access to manufacturer support to resolve issues. This also grants access for warranty claims. Technician will have full access to vendor's system fix logs, asset files, firmware, custom code, support manuals, and other supporting documentation.

1.3.1.6 City Support: The City will provide, maintain, and keep active Technician's employee computer account and login for the city network and provide a parking space during work hours at a location determined by the City's Director of Parking and Public Transit. The City will also provide a computer workstation and phone. The City ITS Department work order system will be utilized by the technician.

1.3.1.7 Vehicle Insurance: Vendor shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by the company and used while performing services for the City with minimum limits of $100,000 for personal injury; $100,000 property damage; and $300,000 per occurrence.

1.3.1.8 City Policy and Non-Disclosure Agreement (NDA): Confidential information may be made available to the technician in connection with work pursuant to this agreement. The technician will be required to successfully complete a fingerprint and background check and sign an NDA. The technician will comply with applicable City security policies.

1.3.2 - Other Skillsets

Proposers are encouraged to include a list of other available skillsets offered. A categorized listing of other labor categories available to the City on an as-needed basis including functional responsibilities and hourly rates should be included with the response in the Proposal Pricing Form envelope.

All City departments may engage these other services, but it is the awarded vendor’s responsibility to ensure that a City purchase order has been issued prior to commencing work.

1.3.3 - Materials

- This contract will only apply to total project estimates < $100,000.00
- The City will accept a flat 10% markup on goods, materials, and equipment purchased to perform services/repairs. Proposals will be submitted with detailed item description, quantity, list/manufacture price, percentage mark-up, and final cost. Proposer must also submit receipts/verification of material cost for review.
- If the awarded vendor is on any GSA contracts, they must abide by GSA contract requirements when selling products to the City.
- The proposer must have all the necessary tools of the trade required and any equipment rental that will be charged to the City must be approved by the City before work begins.
- Any electrical or IT network modifications required will normally be handled through City contracts already in place for these specialties.
- Price lists must contain the following:
    - Product name and part number (include both manufacturer part number and proposer part number if different from manufacturers).
    - Description
    - Proposer's cost, including discounts. Discounts will be given to the City.

- The City reserves the right to procure project materials through our normal procurement processes but does expect the vendor to provide a list of materials needed including manufacturer and model.
- Proposer certifies that it will not utilize equipment or parts from the specified entities (including their subsidiaries or affiliates) in Section 889 of the FY1*9* National Defense Authorization Act (NDAA, JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 2019) (Public Law 115-232) and Federal Acquisition Regulation (FAR) case 2018-026, the United States Treasury's Specially Designated Nationals and Blocked Persons List, and the US Department of Commerce's EntityList. Additionally, the Proposer certifies that all equipment used will maintain Trade Agreement Act (T AA) compliance.

1.3.4 - Proposed Projects

For this agreement, the City defines a project as any activity that will require added labor or skillset costs not covered under the annual cost of this agreement.

- Proposals for projects will be submitted as "not to exceed pricing".
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation without City permission.
- The City reserves the right to provide any needed skillsets or labor for projects if the awarded vendor approves of the labor provided.
- All City, departments within City Hall may engage these other services, but it is the awarded vendor's responsibility to ensure that a City purchase order has been issued before beginning work.

APPENDIX I
MAILING LABELS

The below mailing labels are provided to assist you in submitting your Proposal and to ensure proper identification of Proposal documents. Please cut out the label you desire for either the City's mailing or physical address, fill in the blanks, and affix them to your envelope.

Proposal Opening Day Submittals: Bidders submitting bids on the scheduled bid opening date who arrive at City Hall – 305 Fountain Circle, Huntsville, Alabama 35801 at 1:45:00PM or after shall report directly to the Council Chambers and hand-deliver (submit) their bid proposal to Procurement Services.

MAILING ADDRESS:

FROM: _____ _____ _____ IFB/RFP# _____ FOR _____ OPENING DATE _____ **2:00:00 PM local time** GC LICENSE # _____ (If applicable)	**TO:** **THE CITY OF HUNTSVILLE** **HUNTSVILLE CITY HALL** **PROCUREMENT SERVICES – 3RD FLOOR** **P. O. BOX 308** **HUNTSVILLE, AL 35804**

PHYSICAL ADDRESS:

FROM: _____ _____ _____ IFB/RFP# _____ FOR _____ OPENING DATE _____ **2:00:00 PM local time** GC LICENSE # _____ (If applicable)	**TO:** **THE CITY OF HUNTSVILLE** **HUNTSVILLE CITY HALL** **PROCUREMENT SERVICES – 3RD FLOOR** **305 FOUNTAIN CIRCLE** **HUNTSVILLE, AL 35801**

ATTACHMENT A
GENERAL INFORMATION AND TERMS AND CONDITIONS

SECTION 1. INTRODUCTION

The City hereby gives notice it is requesting sealed proposals for the goods and/or services described in Appendix A of this RFP. The City intends to award a contract to the successful Proposer(s) who the City determines best meets the City's objectives as described herein.

The major objectives of this RFP are as follows:

- Describe the goods and/or services desired by the City.
- Describe the Proposal and City contract terms and conditions.
- Provide Proposers with instructions for responding to this RFP.

1.1 DEFINITIONS

In addition to other terms that may be defined herein, certain terms and abbreviations are defined as follows:

"City"	City of Huntsville, Alabama
"Contract"	The agreement between the City and the Proposer chosen by the City pursuant to this RFP, which shall include this RFP and the Proposal.
"Contractor"	The party with whom the City will execute the Contract.
"Proposal"	The response to this RFP submitted by a Proposer.
"Proposer"	A person or entity submitting a response to this RFP.
"RFP"	This Request for Proposal, all addenda, and appendices.
"RFP E-Documents"	The documents referenced by this name on the cover of this RFP.

1.2 CONTACT INFORMATION

All questions regarding this RFP must be directed in writing to the contact provided on the cover of this RFP.

1.3 SCHEDULE

The sequence of events related to this RFP are as follows:

A. Pre-Proposal Conference: A Pre-Proposal Teleconference or Conference, as the City deems necessary, will be held at the date and time specified on the cover of this RFP, at which time City representatives will discuss the requirements of the RFP and answer any questions regarding the RFP. The City will issue a notification by addenda of the Teleconference call-in number and password on the day of the conference. Any Conferences will be held in the City Council Chambers located on the second floor of Huntsville City Hall, 305 Fountain Circle, Huntsville, Alabama.

B. Deadline for Questions: All questions must be received in writing not later than the deadline for questions date and time noted on the cover of this RFP.

C. RFP Closing Date: Proposals are due no later than 2:00:00 PM City time on the proposal closing date noted on the cover of this RFP. Proposers submitting bids on the scheduled proposal opening date who arrive at City Hall – 305 Fountain Circle, Huntsville, Alabama 35801 at 1:45:00PM or after shall report directly to the Council Chambers and hand-deliver (submit) their proposal to Procurement Services.

D. Proposer Teleconference/Presentation/Demonstration: To possibly be held as described herein on the date and time noted on the cover of this RFP.

E. Proposal Selection: Within ninety (90) days of proposal closing date, unless extended by the City.

F. Proposal Negotiation: To be announced.

G. Contract Award: Successful Proposer(s) will be notified of the date the award will be submitted to the City Council for approval. The City will notify Proposer(s) about the need to execute contract documents and provide other required documents as required.

H. Award Notification: City will provide final notification of award and/or notification to proceed when all City requirements have been met.

SECTION 2. GENERAL TERMS & CONDITIONS

It is the intent of the City, through this RFP to establish to the greatest extent possible complete clarity regarding the obligations of all parties to be incorporated in the Contract. Before submitting a proposal, Proposer should become familiar with all requirements of this RFP and the conditions and requirements under which the Contract obligations must be fulfilled.

2.1 INTERPRETATIONS

The City will not be responsible for the Proposer's misunderstanding of the scope of work or any terms and conditions of the Contract. The City will not be responsible for oral interpretations of this RFP. Proposer's questions and/or comments concerning lack of clarity, defects and questionable or objectionable material in the RFP must be submitted in writing to and received by the contact provided on the cover of this RFP not later than the deadline for questions date noted on the cover of this RFP. Questions shall specify the Section(s), paragraph(s), and page number(s) to which the question refers.

2.2 ADDENDA

The City may issue addenda to this RFP to provide additional information or clarifications. The City of Huntsville will not be responsible for a Proposer's failure to acquire any addenda issued. The City will issue notifications of addenda issued via the City's Internet Site, and Proposer's who have downloaded this RFP will be notified of any addenda by email. It is the Proposer's responsibility, however, to periodically check the City's Internet Site for addenda issued. All Proposers will be responsible for downloading any addenda at https://www.bidnetdirect.com/alabama/cityofhuntsville.

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Proposer shall acknowledge receipt of all addenda in the space provided on the Proposal Pricing Form (Appendix G). Failure to acknowledge receipt of addenda shall not relieve Proposer of full responsibility for all requirements contained in addenda.

2.3 PRE-PROPOSAL CONFERENCES & QUESTIONS

A Pre-Proposal Conference may be scheduled to review and answer any pertinent questions concerning the proposal and the specifications. Any questions or requests for clarification must be addressed at a Pre-Proposal Conference, if scheduled, or submitted in writing not later than the deadline for questions noted on the cover of this RFP.

2.4 PRICE REDUCTIONS

If at any time after the date of the contract award, the Proposer makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period or until the price is further reduced. Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, an occasional sale at a lower price or sale of distressed merchandise would not be considered a general price reduction.

2.5 BID BOND

An original Bid Bond is required as specified in Attachment B unless it is waived on the cover of this RFP. Any proposal submitted without an original Bid Bond, when required, will not be considered. Such Bid Bond shall be an original document in the form of a firm commitment, such as Bid Bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. A company check is not an acceptable Bid Bond. Bid Bonds shall be retained by the City until such time as a contract is executed; a purchase order is issued, or in some cases, materials and/or equipment is received, if a Performance Bond is not required.

2.6 LOCAL PREFERENCE

In accordance with Alabama State Law, the City may choose to utilize a local preference for items of personal property only. In the event a Proposal is received for an item of personal property from a Proposer deemed to be a responsible Proposer, having a place of business within the Huntsville City limits and the Proposer's price is no more than three percent (3%) greater than the price of the lowest responsible Proposer located outside the City limits, the City may award the Contract to

the local responsible proposer. The local preference is not applicable if the procurement in question is funded with a federal grant.

2.7 PROPOSAL 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, re-advertise and/or take such other steps decreed necessary and in the best interest of the City. The City reserves the right to make an award in whole or part to one or more proposers whenever deemed necessary and in the best interest of the City. The award will be made to the responsive and responsible proposer providing the best value to the City, based on the City's sole discretion in making this determination. 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. In the event only one proposer responds to a request for proposal, the City may reject the proposal and negotiate the purchase or contract, providing the negotiated price is lower than the proposal price.

Written notification of award will be mailed by the successful proposer upon approval of the Huntsville City Council. All other proposers will also be notified by mail and Bid Bonds, if applicable, will be returned at that time. Orders will be placed by issuance of a purchase order against the contract which serves as the contractor's authorization. Delivery instructions will be noted on the purchase order as well as billing instructions.

2.8 INVOICING THE CITY

Invoices submitted pursuant to this RFP must include:

a. Name and remittance address of Proposer.
b. Invoice date.
c. Invoice number.
d. RFP number.
e. City purchase order number.
f. Contact information of the person to be notified in event of a discrepancy in the invoice.

2.9 PAYMENT TERMS

The City will render payment to the successful Proposer(s) by check on a Net 30-day basis after receipt of an invoice that has been submitted as required in this RFP, unless the City authorizes alternative terms in the Contract.

2.10 NON-APPROPRIATION

As required by State of Alabama law, the City assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

2.11 SPECIFICATIONS

The specifications are provided to potential proposers as guidelines that describe the type and quality of commodity or service the City is seeking to procure. The proposer 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 proposal.

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 proposer 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. Proposer shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems it necessary.

It will be assumed that all proposals are based upon the specifications unless the proposer stipulates to the contrary in the Proposal, in which case, the Proposer shall point out in detail any and all deviations from the specifications. Proposers 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 proposed before making the award.

All items proposed 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 ensure compliance.

2.12 NEW EQUIPMENT

All manufactured commodities shall be new, latest model unless otherwise stipulated. The proposer shall guarantee that commodities submitted for their proposal 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.

2.13 WARRANTY

The Proposer shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the Proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.

2.14 CONTRACT TERM

In accordance with the Alabama Competitive Bid Law, as amended, the City may enter into multi-year leases, purchase, and lease-purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:

a. Contracts shall terminate without further obligation on the part of the City except as set forth in the contract as permitted by this Act at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided in this section;
b. Contracts may provide for automatic renewal unless positive action is taken by the City to terminate such contract, and the nature of such action shall be determined by the City and specified in the contract.

2.15 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.

2.16 INSURANCE REQUIREMENTS

Contractor must maintain insurance as described in Attachment B, which shall be incorporated into the Contract, for which proof of insurance shall be required.

2.17 HOLD HARMLESS

The successful proposer agrees 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 proposer's performance.

2.18 ORDER OF PRECEDENCE

Any expressed terms or conditions made in this RFP shall supersede any provisions outlined herein the General Terms &Conditions.

2.19 ALABAMA IMMIGRATION LAW

Proposer must agree to comply with Alabama Immigration Law - see Appendix F, Section 3.3; and complete Appendix G.

2.20 EQUAL OPPORTUNITY

The City has an Equal Opportunity Purchasing Policy and encourages utilization of minority and women-owned business enterprises in its procurement activities. The City provides equal opportunities for all businesses and does not discriminate against any Proposer regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

2.21 ADA

The vendor/Proposer/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.

2.22 RIGHT TO INSPECT

At reasonable times, the City may inspect those areas of the Proposer’s place of business that are related to the performance of a

contract. If the City makes such an inspection, the Proposer must provide reasonable assistance. The City reserves the right on demand and without notice to inspect all of the Proposer's files associated with a subsequent contract where payments are based on Proposer's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the contract; and, subcontractors, at any tier, may be required to provide access to records as provided in 49 U.S.C. § 5325(g), if required by federal regulations that may pertain the Contract.

2.23 ETHICS, COMPLIANCE AND OTHER MATTERS

For purposes of this Section, Proposer includes Proposer's parent company(ies), subsidiary(ies), and affiliate(s). In Appendix F, Section 3.4, Proposer must acknowledge;

1) Proposer is fully qualified to provide the requested goods and services to the City.
2) Proposer is properly established, licensed, and authorized to do business in the State of Alabama and the City, or will be prior to commencement of performance under the Contract. Proposer shall provide evidence of such licenses to the City upon request.
3) This Proposal is true, accurate and complete.
4) This Proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation.
5) Proposer has not directly or indirectly induced or solicited any other Proposer to this RFP to submit a false or sham Proposal.
6) Proposer has not sought by collusion to obtain for themselves any advantage over any other Proposer to this RFP or over the City.
7) Except as disclosed in Proposal, Proposer:
   i) Has not, in the past three (3) years made contributions to elected City officials or candidates for City offices;
   ii) Is not subject to pending, contemplated or ongoing administrative or judicial proceedings material to Proposer's business, finances or products including, but not limited to, any litigation, consent orders, debarment, or contracts with any local, state or federal regulatory agency issued to Proposer;
   iii) Has not had an agreement canceled or terminated due, in whole or in part, to the fault of Proposer, or a default or breach of contract on the part of the Proposer (the details of which shall be disclosed in Proposal);
   iv) Has not had a bond or surety canceled or forfeited (the details of which shall be disclosed in Proposal); and,
   v) Has not been adjudged bankrupt (Chapter 7) or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13) (the details of which shall be disclosed in Proposal).
8) Neither the Proposer nor any individuals who will fulfill Contract requirements has a possible conflict of interest with the City, except as disclosed in writing in the Proposal; that the City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculations to the objectivity of the goods and services to be provided by Proposer; and that the City's determination regarding any questions of conflict of interest shall be final.
9) Proposer is not indebted to the City and will not at any time during the term of the Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Proposer acknowledges that upon any breach or failure to conform to such certification, the City shall have the right to, and may, at the option of the City, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame as specified by the City in writing, this will offset any such indebtedness against said payments and/or terminate the Contract for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).
10) 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 of Ala. 1975 §36-25-11.

2.24 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. Federal grants are subject to Federal laws. Federal laws, regulations, and directives may change, and the most recent changes will apply, unless otherwise determined in writing by the Federal Agency. All contractual provisions required by the Department of Transportation, as set forth in FTA Circular 4220.1F, are incorporated by reference, if applicable.

2.25 TERMINATION

The City reserves the right to terminate, without cause, any award made as a result of RFP by providing a thirty (30) day letter of cancellation notification to the successful Proposer. If the funding source is a Federal grant, the Federal Government reserves the right to terminate, without cause, any award made as result of this Proposal.

SECTION 3. PROPOSAL INSTRUCTIONS

Proposers are required to submit the required information in accordance with the instructions in this section. A response that deviates from these instructions may be considered non-responsive and may be rejected at the discretion of the City.

The City intends that this RFP is accurate and complete but recognizes that there may be some details or work requirements not expressly described herein. Therefore, Proposer is required to (1) include in its Proposal all labor, supervision, materials, equipment, and tools of the trade required to meet the City's objectives, and (2) make inquiries of the City during the RFP process about the specific requirements of the City, for which the City may issue clarifications in the form of addenda to this RFP, as described herein.

3.1 SUBMISSION OF PROPOSALS

Complete, sealed proposals must be clearly marked with the RFP# and received by Procurement Services no later than 2:00:00 PM City time on the proposal closing date specified on the cover of this RFP. For the purposes of receiving Proposals, 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), and shall be the official record of time. The number of copies specified on the RFP cover must be delivered to:

City of Huntsville
Procurement Services
P. O. Box 308 (35804)
305 Fountain Circle (35801)
Huntsville, Alabama

Proposal Opening Day Submittals: Proposers submitting bids on the scheduled proposal opening date who arrive at City Hall – 305 Fountain Circle, Huntsville, Alabama 35801 at 1:45:00PM or after shall report directly to the Council Chambers and hand-deliver (submit) their proposal to Procurement Services.

For Proposer's convenience, a mailing label is provided in Appendix I.

3.2 PROPOSAL PREPARATION EXPENSES

Proposers are responsible for all expenses incurred in the development and submission of their proposals and in participating in any negotiations related to this RFP. The City assumes no obligation for any expenses incurred by the Proposer as a result of the issuance of this RFP, the preparation or submission of a proposal, the evaluation of a proposal, or the selection of the successful Proposer(s).

3.3 LATE PROPOSALS

The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal response to the City's Procurement Services office by the 2:00:00 PM City time on the proposal closing date specified on the cover of this RFP. Any proposal received after this date and time will not be considered.

3.4 PROPOSAL OPENINGS

All Proposal 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. The City will notify Proposers of the date and time for such.

3.5 RESPONSIVE PROPOSALS

Each Proposal must be submitted in accordance with the requirements of this RFP. A Proposal that is not completed or submitted as required by the RFP will be rejected as "non-responsive." Proposals may be disqualified and rejected for any of (but not limited to) the following causes:

a. Failure to use the proposal forms furnished by the City.
b. Lack of signature by an authorized representative on the proposal form.
c. Failure to properly complete the proposal form and Proposer compliance.
d. Evidence of collusion among proposers.
e. Unauthorized alteration of the proposal form.
f. Failure to submit a Bid Bond, if required.
g. For public improvement projects only, failure to note the General Contractor's license number or a note that the bid amount is less than $100,000.

3.6 RESPONSIBLE PROPOSERS

The City shall take reasonable measures to determine Proposer 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. If, during the RFP process, a Proposer does not demonstrate its ability to comply with the City's requirements, to the City's satisfaction and at the City's sole determination, based on all information available to the City, the City may determine the Proposer to be "non-responsible" and may reject the Proposal.

3.7 RIGHT TO REJECT PROPOSALS

The City reserves the right to reject any part of any Proposal or to solicit new proposals for the same goods and services that may be the subject of this RFP, as the City may deem necessary and in its best interest. Proposers must comply with all the terms of the RFP and all applicable local, state and federal laws, codes and regulations.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other proposals; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision, may be waived at the discretion of the City.

3.8 PUBLIC RECORDS NOTICE AND CITY RIGHTS TO INFORMAITON

The City is governed by the public records laws of the State of Alabama. All Proposals and information received by or that is available to the City pursuant to this RFP, except copyright material, shall become the property of the City. All such information, as it becomes the property of the City, becomes a public record and is subject to disclosure pursuant to applicable open records laws that provide for reasonable inspection by the public. All proposal information, including detailed pricing information and proprietary technical information, will be held in confidence by the City's Procurement Services Division until a recommendation for contract award has been made to the City Council, after which proposal information will be subject to disclosure as a public record.

At the specific written request of Proposer, the City will make reasonable efforts to protect from public disclosure any information that Proposer (1) segregates from other information and (2) is clearly labeled as "proprietary," "trade secret," "confidential," or "restricted," provided that Proposer also furnishes a brief statement that describes the reasons for the requested nondisclosure.

If proprietary, confidential, trade secret or otherwise restricted information is submitted to the City by Proposer as a result of this RFP or any resulting contract, then Proposer shall hold harmless and indemnify the City, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, expenses, and costs, including, but not limited to, any costs related to legal defense, attorney's fees, court costs, damages, or judgments arising from or resulting from any disclosure request or disclosure by the City of such information.

3.9 DELIVERY/COMPLETION SCHEDULE

The delivery or completion schedule must be provided as noted in this RFP. If all items cannot be delivered on the same schedule, please note variances. (See Appendix G: Proposal Pricing Form)

3.10 GENERAL PROPOSAL REQUIREMENTS

Proposals must be prepared in English and be presented on 8 ½ x 11 paper, pages sequentially numbered within each tabbed section described in section 3.2, and single spaced with an easily legible font size. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color display, promotional material, etc., are not necessary. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables shall be numbered and labeled clearly. Proposal shall be typewritten or in ink; those prepared in pencil will not be

accepted. All corrections shall be initialed and dated by the person authorized to sign the Proposal. All signatures on all submitted documents must be signed by officials of the corporation or company duly authorized to bind Proposer.

3.11 PROPOSAL FORMAT

Proposals must be submitted with tabbed indexes separating the sections, organized in the following order:

Tab 1: Transmittal letter.

Tab 2: Proposer Information. Proposer must complete and submit Appendix F and Appendix G.

Tab 3: Qualification and Experience of Proposer. See Appendix H.

Tab 4: Scope of Work. See Appendix H.

If required by Appendix D, Proposer must submit forms documenting its compliance with the City's required/ desired performance specifications.

Tab 5: Proposer shall acknowledge receipt of all addenda in the space provided on the Proposal Pricing Form (Appendix E) and submitting in this section (see Section 2.2).

Tab 6: Additional Documentation. If applicable, Proposer shall include screen shots and sample reports from computer software applications that may be part of the proposed goods. This is intended to illustrate how a particular requirement might be met by Proposer, NOT a complete submission of all screens/reports/features.

3.12 PRICE PROPOSAL

Proposer's price for the goods and services purchased by the City pursuant to this RFP shall be specified in the Proposal Pricing Form, Appendix E. All tools of the trade required to meet the Contract requirements must be included in the Proposal price.

> The Proposal Pricing Form must be submitted with the original Proposal, in a SEPARATE SEALED ENVELOPE clearly marked "PROPOSAL PRICING FORM". The additional copies of the Proposal requested in Section 3.2 must NOT include any copies of the Proposal Pricing Form. The City will evaluate the other components of the Proposal before opening or revealing the Proposal Pricing Form.

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 Proposal.

Prices quoted to the City shall remain firm for a minimum of 90 days from the date of opening of the proposal, unless so stated differently in the proposal. 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 proposal. Any proposal containing an "Escalator Clause" will not be considered unless so stipulated in this RFP. Discounts will be considered in determining the lowest price, however, any payment term based on less than 30 days may not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

3.13 PROPOSAL SUBMISSION CHECKLIST

Proposers are encouraged to review Appendix C, which provides a checklist of things to consider before a Proposal is submitted to the City. The checklist is for general guidance only and not intended to provide an all-inclusive list of response requirements, which Proposers must determine from this RFP.

ATTACHMENT B
CITY OF HUNTSVILLE, ALABAMA
BONDS & INSURANCE REQUIREMENTS

1. BID BOND

An original Bid Bond is required in the amount of five (5) percent of the total price specified in the Proposal Pricing Form (Appendix G) unless another amount is specified or waived on the cover of this RFP. Any bid submitted without an original Bid Bond will not be considered. A company check is not an acceptable bid bond.

2. PERFORMANCE & PAYMENT BOND

A Performance Bond must remain in effect for the entire term of the Contract in the amount of 100% of the annual contract amount. A Payment Bond shall be included with the Performance Bond, or separately provided.

3. INSURANCE REQUIREMENTS

The Contractor shall carry insurance of the following kinds and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required under the terms of the bid specifications. The Contractor shall procure and maintain for the duration of the Contract or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement 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 Risk Management approval.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. 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.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by an 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. Subrogation shall be waived as respects Workers' Compensation.

4. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

CITY OF HUNTSVILLE, ALABAMA
BONDS & INSURANCE REQUIREMENTS

B. 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
$1,000,000 Products - Completed Operations Aggregate
$1,000,000 Personal & Advertising Injury
$1,000,000 Each Occurrence

2. Automobile Liability:

$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3. Workers' Compensation:

As Required by the State of Alabama Statute. If statutory exemption to this coverage is asserted, an explanation shall be attached to the bidder's Certificate of Liability Insurance.

4. Employers Liability:

$500,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease
$500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of RFP specifications, then the limits stated herein shall apply.

1. General Liability and Automobile Liability Coverages Only:

a. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

b. 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. Contractors are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled 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 City. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

CITY OF HUNTSVILLE, ALABAMA
BONDS & INSURANCE REQUIREMENTS

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 City shall be indicated as a Certificate Holder and the Contractor shall furnish the City 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 City before Award Notification is issued by the City. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. Subcontractors working for the Contractor shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

The Contractor, 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 this contract, 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 there from, and (2) is caused by any negligent act or omission of the Contractor, 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.

APPENDIX C
CITY OF HUNTSVILLE, ALABAMA
SPECIAL TERMS & CONDITIONS

N/A

Exhibit B



City of Huntsville AV Support Phase 2

Request # - 21-2026-17

Bid Opening Date - January 15th 2026 @ 2:00 PM

Verta Technologies
6767 Old Madison Pike NW, Suite 720
Huntsville, AL 35806
Small Business
DUNS: 117072141
UEI: YZBSTWBJLTK3
CAGE Code: 8FLN3
City of Huntsville License: 318438
GC AL: 55388
AL State License: 2003788
E-Verify Company ID: 1386818

GSA MAS Contract 47QSMA21D08PW
NAICS: 334310

Point of Contact
Contact: Christian Tuttle
Website: Verta.tech
Telephone: 256-973-0393
Email: christian.tuttle@verta.tech

APPENDIX F
CITY OF HUNTSVILLE, ALABAMA
PROPOSER INFORMATION & ACKNOWLEDGEMENTS

3.1 PROPOSER INFORMATION

Business Organization

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

Verta, LLC.

Doing-Business-As Name of Proposer:

Verta Technologies

Principal Office Address:

6767 Old Madison Pike, NW

Suite 720

Huntsville, Al. 35806

Telephone Number: 256-973-0393

Fax Number: _____

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

Corporation	___
Partnership	X
Individual	___
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:

_____

_____

_____

Partnership Statement

If a partnership, answer the following:

Date of organization: 1/1/2018
Location of organization: Huntsville, Al
The partnership is: General ___ Limited X

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

Christian Tuttle, 33%

Eric Grisham, 33%

Chris Eng, 33%

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:

3.2 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) _____

3.3 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."

3.4 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 supersede.

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

Christian Tuttle
Print or Type Name of Proposer

12/16/25
Date

Verta, LLC.
Legal Name of Firm

PO Box 18473
Mailing Address

Huntsville AL 35804
City State Zip Code

256-973-0593
Phone Fax

Christian.tuttle@verta.tech
Email Address

Verta.tech
Website Address

APPENDIX G
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): Verta, LLC. D.b.a Verta Technologies.

- City of Huntsville current taxpayer identification number (if available): 318438.

(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: 2003788 AL FIN - 83-2985466
☐ 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: _____ Title (if applicable): CEO

Type or legibly write name: Christian Tuttle Date: 12/16/25

APPENDIX H
CITY OF HUNTSVILLE, ALABAMA
DETAILED PROPOSER INFORMATION

Proposer must provide information to demonstrate its qualifications and experience in providing goods and services similar to those the City desires, and such information shall include the below. The City reserves the right to request and require additional information during its evaluation.

RFP SECTION 3.11 TAB 3 - QUALIFICATION AND EXPERIENCE OF PROPOSER

1.0 Scope

• The City is soliciting proposals from qualified vendors to enter into a Master Agreement for A/V

installation and support services.

• Proposer should thoroughly review all documents and note any exceptions to the City's terms and conditions in their proposal.

• The successful bidder shall perform covered services under the terms of this agreement.

• General locations of existing A/V equipment covered under this agreement are listed in Attachment 1

• Any new products purchased through this agreement will be included in the Covered Items List.

1.1 Products and Services

The successful bidder shall perform and provide these products and/or services under the terms of this agreement and may assist the end user with deciding their individual needs for any work order. The following is a list of A/V Products and Services the technician will be expected to support as well as products and services that can be provided by the successful vendor:

- Products
  - Projectors and Displays
  - Cameras, Videos and DVRs
  - Audio Solutions
  - A/V Broadcast technologies
  - Interactive White Boards
  - Interactive Displays
  - Digital Signage
  - Software
  - Design services
  - Cables, connectors, convertors, etc. required for the above
- Services
  - Customer Support
  - Maintenance
  - Installation
  - Warranty
  - RMA

1.1.1 Hardware/Systems Not in Scope

This RFP does not include:

• Building access, fire alarms, burglar alarms, building control, etc. These specialties are handled under

separate contracts.

• Building security cameras and DVRs managed by the General Services Department.

1.2 Information Required

1.2.1 Statement of Proposer 's Qualifications: All responses must include a statement of the Proposer's history, along with its qualifications and experience to provide the services identified in the RFP.

1.2.2 Staff Qualifications: The on-site technician will be dedicated to the City of Huntsville and only works on trouble calls, system updates, preventative maintenance, and other A/V system related tasks as assigned by the City. This technician will be trained in the A/V systems that the City uses and have industry standard knowledge/training.

1.23 References: Provide at least three (3) customer references for products and/or services of similar scope dating within the past three (3) years. Provide a range of references across government entity groups including K-12, higher education, city, county, or non-profit entities. All references should include the following information from the entity:

• Entity Name

• Contact Name and Title

• City and State

• Phone

• Years Serviced

• Description of Services

See Attached References.

1.2.4 Value Added Products and Services: Include any additional products and/or services available in the response that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance or add value to this contract for the City.

1.2.5 Response Times: Proposal will include response times and as a minimum will include response/fix times for Emergency, Urgent, Normal and Routine requests, as well as proposed definitions/examples of each type of response.

1.2.6 Workmanship and Technique: Proposers must have any necessary certifications/licenses generally required of A/V designers/technicians/helpers. Verification of licensing and permits will be presented upon request.

1.3 Billing Rates and Structure:

1.3.1 - Assigned Technician

1.3.1.1 Rate: The City anticipates the dedicated certified A/V technician will be provided to the City on a labor only basis at a fixed annual cost billed either monthly or quarterly. Overtime or after-hours hourly rates may be included in the proposal, but the City does not anticipate allowing more than 40 hours per week.

1.3.1.2 Duty Hours: The technician will be available Monday-friday, 8:00AM - 5:00 with one hour for lunch. Working outside of normal work hours is not authorized without prior approval from the ITS department. In rare instances, daily hours may vary if required to support a City function after hours.

1.3.1.3 Time Off: The assigned technician will not be required on site for any regularly scheduled City holidays or closures. If projected leave time including sick, vacation or other, will be more than five (5) consecutive days, the successful bidder

will be required to provide an on-call replacement technician for any emergent or work outage issues. If projected leave time including sick. vacation or other, will be more than ten (10) consecutive days, the successful bidder will be required to provide an on-site replacement technician.

1.3.1.4 Tools and Transportation: The City will not reimburse for travel. Proposals should include technician, daily work vehicle to transport equipment, hand tools, power tools, specialty tools, test equipment, laptops, etc.

1.3.1.5 Outside Support: Technician is expected to receive support from the rest of the vendor's staff including everything from additional technicians to help with removing displays from the wall or programmers to provide code patches for system bug fixes. Technician will have full access to the vendor's staff for additional support at no additional cost to the City.

Technician will have typical company support accounts and full access to manufacturer support to resolve issues. This also grants access for warranty claims. Technician will have full access to vendor's system fix logs, asset files, firmware, custom code, support manuals, and other supporting documentation.

1.3.1.6 City Support: The City will provide, maintain, and keep active Technician's employee computer account and login for the city network and provide a parking space during work hours at a location determined by the City's Director of Parking and Public Transit. The City will also provide a computer workstation and phone. The City ITS Department work order system will be utilized by the technician.

1.3.1.7 Vehicle Insurance: Vendor shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by the company and used while performing services for the City with minimum limits of $100,000 for personal injury; $100,000 property damage; and $300,000 per occurrence.

1.3.1.8 City Policy and Non-Disclosure Agreement (NDA): Confidential information may be made available to the technician in connection with work pursuant to this agreement. The technician will be required to successfully complete a fingerprint and background check and sign an NDA. The technician will comply with applicable City security policies.

1.3.2 - Other Skillsets

Proposers are encouraged to include a list of other available skillsets offered. A categorized listing of other labor categories available to the City on an as-needed basis including functional responsibilities and hourly rates should be included with the response in the Proposal Pricing Form envelope.

All City departments may engage these other services, but it is the awarded vendor's responsibility to ensure that a City purchase order has been issued prior to commencing work.

1.3.3 - Materials

- This contract will only apply to total project estimates < $100,000.00
- The City will accept a flat 10% markup on goods, materials, and equipment purchased to perform services/repairs. Proposals will be submitted with detailed item description, quantity, list/manufacture price, percentage mark-up, and final cost. Proposer must also submit receipts/verification of material cost for review.
- If the awarded vendor is on any GSA contracts, they must abide by GSA contract requirements when selling products to the City.
- The proposer must have all the necessary tools of the trade required and any equipment rental that will be charged to the City must be approved by the City before work begins.
- Any electrical or IT network modifications required will normally be handled through City contracts already in place for these specialties.
- Price lists must contain the following:
    - Product name and part number (include both manufacturer part number and proposer part number if different from manufacturers).
    - Description
    - Proposer's cost, including discounts. Discounts will be given to the City.

- The City reserves the right to procure project materials through our normal procurement processes but does expect the vendor to provide a list of materials needed including manufacturer and model.
- Proposer certifies that it will not utilize equipment or parts from the specified entities (including their subsidiaries or affiliates) in Section 889 of the FY19 National Defense Authorization Act (NDAA, JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 2019) (Public Law 115-232) and Federal Acquisition Regulation (FAR) case 2018-026, the United States Treasury's Specially Designated Nationals and Blocked Persons List, and the US Department of Commerce's EntityList. Additionally, the Proposer certifies that all equipment used will maintain Trade Agreement Act (T AA) compliance.

1.3.4 - Proposed Projects

For this agreement, the City defines a project as any activity that will require added labor or skillset costs not covered under the annual cost of this agreement.

- Proposals for projects will be submitted as "not to exceed pricing".
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation without City permission.
- The City reserves the right to provide any needed skillsets or labor for projects if the awarded vendor approves of the labor provided.
- All City, departments within City Hall may engage these other services, but it is the awarded vendor's responsibility to ensure that a City purchase order has been issued before beginning work.



City of Huntsville AV Support Phase 2

12.16.25

Verta Technologies
6767 Old Madison Pike NW, Suite 720
Huntsville, Al. 35806

Small Business
DUNS: 117072141
UEI: YZBSTWBJLTK3
CAGE Code: 8FLN3
City of Huntsville License: 318438
GC AL: 55388
AL State License: 2003788
E-Verify Company ID: 1386818

GSA MAS Contract 47QSMA21D08PW
NAICS: 334310

Point of Contact
Contact: Christian Tuttle
Website: Verta.tech
Telephone: 256-973-0393
Email: christian.tuttle@verta.tech

Overview

This proposal will cover the details and offerings from Verta Technologies to the City of Huntsville for AV support services. This proposal will cover all of the service offerings, pricing, exclusions, and other details regarding the City of Huntsville's AV service plan.

Company Overview

Verta Technologies is a Commercial A/V integrator in Huntsville, AL. We specialize in audio-visual hardware, software, installation, and support services. Our versatile team of industry-certified professionals allows our customers to innovate with confidence. Since its formulation in 2017, Verta Technologies has created a lifeline of relationships built on communication, organization, quality control, and superior results. Verta Technologies is the preferred A/V liaison for many government agencies, DOD contractors, banks, churches, hospitality establishments, and higher-education institutions.

"Through Technology, Verta aims to innovate the way you work, create spaces that inspire, and enhance the user experience"

Verta's product portfolio includes over 100,000 items from more than 300 of the world's leading and emerging manufacturers. Verta Technologies has its full operations and warehouse in Huntsville, AL.

Verta Technologies is an AVIXA Member, AIA member, AIA CE Education provider, Huntsville City Chamber Member, ABC Member, GSA Contract holder, and Edge Certified Partner. Verta Technologies is a proud supporter of the United States Government and its mission to serve the American people. As a technology company specializing in AV and IT products and services, Verta is committed to leveraging its expertise to help the government address its challenges and achieve its objectives.

Verta understands the unique demands and complexities of government operations and is committed to delivering solutions that are secure, reliable, and scalable. One of the ways in which Verta is supporting the government is through the development of cutting-edge AV and IT solutions. Whether it is improving the efficiency of government processes, enhancing national security, or supporting scientific research, Verta's solutions are designed to help the government meet its goals.

Goals

1. To provide AV support services to the City of Huntsville's City Hall Building.
2. Expand the SOP (standard operating procedure) Verta created for the Training Academy and other locations to include City Hall and future City projects.
3. Create logs, establish AV ticketing procedures, and create a database of relevant audio-visual documents, including maintenance manuals, equipment lists, firmware logs, IP addresses, MAC addresses, login credentials, and more.
4. Update all existing AV systems' firmware.
5. Create a roadmap to update AV systems to industry standards for best performance and minimize downtime.
6. Train COH's employees on how to operate the audio-visual systems and provide information on best practices to get the most out of the technology systems. Offer training classes for any employees interested in expanding their understanding of audio-visual systems and how technology impacts meeting spaces.
7. Provide access to AV products and installation services for new AV projects to continue to expand COH's technology systems.

Benefits

Verta Technologies will provide a dedicated Level I Technician to work under the existing Lead Technician for AV services. This technician will provide general AV support for the City of Huntsville's AV systems for a fixed annual fee. This technician is dedicated to the City of Huntsville and only works on trouble calls, system updates, preventative maintenance, and other AV system-related tasks as assigned by the City of Huntsville. This technician will be certified and trained in the AV systems that the City of Huntsville uses and will have industry-standard knowledge/training. This technician will also be thoroughly familiar with the City of Huntsville systems and locations.

Other added benefits:

- **Support escalation:** This technician has direct support from the rest of Verta's staff. If a problem arises that requires additional technicians, programmers, or other resources, these will be provided in order to resolve the issue at no cost to the City.

- **Direct manufacture support:** This technician will have insider accounts and full access to manufacturing support to resolve issues. This also grants access for warranty claims.

- **Technicians come fully equipped:** At no additional cost to the COH, this technician will come with vehicles to transport equipment, hand tools, power tools, specialty tools, test equipment, laptops, etc... The technician will carry a laptop and standard tools on the technician's vehicle, and specialty tools will be housed at the Huntsville office that the technician has access to.

- **Support Library:** This technician will have full access to Verta's system fix logs, asset files, firmware, custom code, support manuals, and other supporting documents.

- **Ticketing System:** The City of Huntsville employees can create trouble tickets by simply emailing the Verta trouble-call ticketing system. This is for normal level response me issues or scheduled repairs. The City can also call/email the technician directly for emergency service or time-sensitive issues.

- **Sales Support:** Verta will offer full AV products and additional services for new AV system installations at a fixed markup of 10% of the current market cost. See attached additional service categories and pricing. These services will be considered projects and are not covered under the annual contract cost; however, new systems acquired and installed through the contract will be added to the service contract at the existing annual service rate.

- **Design/Consulting Services:** Verta can provide AV design and consultation services, included under the contract. This benefit can be utilized to design new AV systems for internally managed projects or applied to City projects that are designed and managed by third-party architecture firms. This includes informal and formal AV recommendations, line drawings, scope development, specifications, mark-ups, and more. This service excludes 3D rendering/modeling services. These can be offered to the City at a fixed markup but are not included in the contract price.

- **Contract questions**, pricing requests, or sales questions are to be directed to the account manager listed on the cover page of this proposal.

- **Consistent Results:** Verta Technologies can create system standards to help simplify the AV technology in your organization. Technology should enhance operations instead of impeding them.

- **Audio Visual Experts:** Verta Technologies are experts in the Audio Visual field and are at the forefront of the industry. Verta Technologies holds multiple firsts and some of the largest developments of cutting-edge technology in the world. Verta Technologies has designed and installed the largest deployment of ADAPTive speakers in the world. Verta also installed the 1st sub-1mm LED wall in the State of Alabama.

- **Local Office:** Verta Technologies was established in Huntsville and serves the Huntsville market with a local office near downtown and employs a full staff of technicians, engineers, programmers, project managers, and more, all in Huntsville.

Response Time

- Phone / Email Support SLA (In Verta Maintenance contract with dedicated technician)

Priority Level	Response Time	Completion Time (Estimated)
Emergency	15 min	1 Hour
Urgent	1 Hour	2 Hours
Normal	1 Day	1 Day
Routine	2 Days	7 Days
Scheduled	30 Days	30 Days
Scheduled EOM	By End of Month	By End of Month
Scheduled Weekly	5 days	5 days

- On-site Support SLA (In Verta Maintenance contract with dedicated technician)

Priority Level	Response Time	Completion Time (Estimated)
Emergency	30 min	1 Hours
Urgent	1 Hour	2 Hours
Normal	1 Day	1 Day
Routine	2 Days	7 Days
Scheduled	30 Days	30 Days
Scheduled EOM	By End of Month	By End of Month
Scheduled Weekly	5 days	5 days

Certifications Held:

- Certified Technology Specialist (AVIXA)
- AV Technologist (AVIXA)
- HDBaseT Expert Installer & Master Program (HDBaseT Alliance)
- Novastar Certification - Designer
- Dante Level I, II, & III
- Extron Control Professional
- Extron Control Specialist
- Extron XTP Systems Design Engineer
- Extron Connectivity Principles
- Extron Pro DSP Principals
- Extron Fiber Optic Principals
- Extron Streaming Principals
- Extron Video Principals
- Kramer Control Systems Designer
- Bose Professional Control Space for Conference Rooms
- Atlona Technologies Control Level 100, 200, 300, 400, & 500
- Atlona Technologies Velocity Control
- EAW ADAPTive Level 1 & 2
- Harman Audio Essentials
- Harman Cable Essentials
- Barco Clickshare Certification
- Zoom Room Integrator Certification
- Shure Intellimix P300 Certification
- Symetrix System Integrator Certification
- Shure Microflex Wireless Certification
- Shure MXA310, MXA710, MXA910, and MXA Mute button
- Shure Networking and DSP Certification
- Powersoft Amps 101 Certification
- Harman Control Essentials
- Harman Video Essentials
- QSYS Level 1 & 2
- QSYS Control 101 & 201
- Kramer Control Systems Programmer
- Harman Lighting Essentials
- Planar Clarity Matrix Certification
- QSYS MP Install Certification
- QSYS PLD Amplifier Certification
- Logitech Rally Certification
- Biamp Tesira Forte Certification
- Future of Digital Signage in Smart Cities (ALMO E4)
- Biamp Sound Masking Certifications

Current Active GSA Labor rates:

LABOR CATEGORIES PRICING

The rates shown below include the Industrial Funding Fee (IFF) of 0.75%.

SIN	Labor Category	Site	Year 1 4/23/21-4/22/22	Year 1 4/23/22-4/22/23	Year 1 4/23/23-4/22/24	Year 1 4/23/24-4/22/25	Year 1 4/23/25-4/22/26
541990AV	AV Project Manager	Both	*$116.63*	*$119.55*	*$122.54*	*$125.60*	*$128.74*
541990AV	Design Engineer	Both	*$102.87*	*$105.45*	*$108.08*	*$110.78*	*$113.55*
541990AV	Controls System Programmer	Both	$98.74	$101.21	$103.74	$106.33	$108.99
541990AV	AV Installation Technician**	Both	$73.09	$74.92	$76.79	$78.71	$80.68
541990AV	Field Service Technician**	Both	$75.05	$76.93	$78.85	$80.82	$82.84
541990AV, 54151S	Network Engineer	Both	$109.26	$111.99	$114.79	$117.66	$120.60
54151S	Systems Engineer	Both	$102.77	$105.34	$107.97	$110.67	$113.44
54151S	IT Project Manager	Both	$116.00	$118.90	$121.87	$124.92	$128.04
ANCILLARY	IT Technician**	Both	$76.16	$78.07	$80.02	$82.02	$84.07

The GSA labor contract will renew in 2026, and pricing will be updated for an additional 5 years.

AV equipment to be quoted at current market rates as needed.

Labor Categories:

Labor Category	Functional Responsibilities	Minimum Education	Minimum Years of Experience
AV Project Manager	Manages AV projects in accordance with project specifications, schedules, and budgets. Provides leadership and directs the AV Team throughout the project life cycle, from site survey, design, installation, and testing. Supervises staff operations while serving as the customer, teaming partner, and vendor point of contact. Translates architectural and engineering drawings for installation personnel to ensure engineering design specifications and system protocols are followed. Possesses knowledge of construction and engineering principles related to AV installation. Requires five (5) years of relevant experience and/or education in AV systems analysis and planning.	Bachelors	5
Design Engineer	Uses knowledge in engineering, networking, and hardware/software capabilities to design AV systems for facilities including conference rooms, training facilities, command centers, auditoriums, and network operations centers. Skilled in designing systems requiring components such as interactive displays, distributed audio systems, control systems, distribution amps, scalers, smart boards, video conferencing hardware, pixel mapping, custom Graphical User Interfaces (GUIs), User Experience (UX) design, video walls, switching hardware, audio Digital Signal Processing (DSP) setup and calibration, or video matrixes. Proficient in control system programming languages such as Extron, Python, and if-then macros.	Bachelors	3
Controls System Programmer	Provides control system design and programming and system automation for AV components such as touch panels, Extron, Atlona, Kramer, and Symetrix components. Has a thorough understanding of if/then statement control language. Interprets schematics, line drawings, and architectural drawings. May troubleshoot integrated systems utilizing RS232, RS485, Infrared (IR), contact closure, voltage controllers, Internet Protocol (IP), serial, and General-Purpose Input / Output (GPIO). To comply with warranty requirements, a manufacturer/industry certification may be required.	Bachelors	3
AV Installation Technician**	Interprets drawings, diagrams, specifications, and schematics and installs AV systems in accordance with project specifications. Tasks include hardware configuration and mounting, cable installation, device and control panel wiring, programming, testing, and troubleshooting.	High School	1
Field Service Technician**	Assists in the installation, testing integration, maintenance, and repair of AV equipment. Possesses hardware specifications knowledge and the capability to troubleshoot, resolve hardware concerns, and restore the system to a fully functional state. Understands manufacturer's warranty policies and requirements and assists with warranty claims when necessary.	Associates	1

Labor Categories Continued:

Labor Category	Functional Responsibilities	Minimum Education	Minimum Years of Experience
Network Engineer	Plans, designs, configures and maintains network communications. Possesses knowledge of Local Area Network (LAN) / Wide Area Networks (WAN) network design principles including network architecture, network hardware price-performance ratio, and interface interoperability. Tests and assesses networks to identify problems, resolve issues, and implement preventative maintenance when needed.	Bachelors	3
Systems Engineer	Performs a variety of engineering tasks, either independently or under supervision, which are broad in nature and are concerned with the design and implementation, including personnel, hardware, software, and support facilities and/or equipment. Demonstrates expertise in systems engineering concepts, practices, and procedures as well as system and application integration and life cycle management.	Bachelors	5
IT Project Manager	Manages Information Technology (IT) projects in accordance with project specifications, schedules, and budgets. Supervises staff operations while serving as the customer, teaming partner, and vendor point of contact. Provides technical advice and assists with problem resolution when needed. Requires five (5) years of relevant experience and/or education in IT systems analysis and planning.	Bachelors	5
IT Technician**	Installs, configures, troubleshoots, and tests hardware components and software to ensure usability and efficiency. Repairs or replaces damaged hardware when needed. Performs software upgrades, daily backups, and/or system audits in accordance with disaster recovery processes.	Associates	1

Exhibit C

Verta Technologies

Custom Designs for Custom Experiences

Proposal To:

City of Huntsville

For:

City of Huntsville Consolidated Maintenance Contract

January 30, 2026

CITY OF HUNTSVILLE

SCOPE

This proposal shows the existing AV maintenance contract pricing and the new proposed pricing to provide an additional technician and take over the maintenance for the AV systems in City Hall. This contract will cover all existing properties and new City properties as they come online. This proposal is just a breakdown of the numbers for easy access of the pricing. It would still follow all the T&C of the contract documents and still include all the benefits listed there within. This proposal does not reflect the 2% annual escalation increase that is in the contract. This is showing the first-year pricing.

AV SYSTEMS

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR EXT	TOTAL
	1	Verta Technologies AV Technician Level 2 Current contract price for Verta Technologies AV Technician Level 2.	$97,012.00	$97,012.00	$0.00	$97,012.00
	1	Verta Technologies AV Technician Level 1 New AV Technician Level 1	$72,102.00	$72,102.00	$0.00	$72,102.00

AV SYSTEMS TOTAL	$169,114.00
EQUIPMENT TOTAL	$169,114.00
LABOR TOTAL	$0.00
CITY OF HUNTSVILLE TOTAL	**$169,114.00**

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
Net 30

EQUIPMENT TOTAL	$169,114.00
SHIPPING TOTAL	$0.00
ENGINEERING	$0.00
INSTALLATION	$0.00
MANAGEMENT	$0.00
PROGRAMMING	$0.00
LABOR TOTAL	$0.00
SUBTOTAL	$169,114.00
TOTAL SALES TAX	$0.00
PROJECT TOTAL	$169,114.00

TERMS

I accept this proposal and hereby authorize Verta Technologies to proceed with the installation of the included systems at the facilities of City of Huntsville constructing at 308 Fountain Cir SW Huntsville, Al 35801 as described in the totality of this document. I further authorize Verta Technologies to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to Verta Technologies. In keeping with the Terms of Payment listed above. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until City of Huntsville and Verta Technologies agree to such additional or alternate understandings in writing. Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by City of Huntsville or their staff, construction, other building trades or any other party, and additional costs may be incurred by City of Huntsville from Verta Technologies. If such delays result in additional costs that are not covered by the pricing in this proposal. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by City of Huntsville and Verta Technologies. This proposal is valid only if accepted in writing by City of Huntsville and deposit payment received no later than . This quote / design or any documents, files or previous email messages attached to it may contain information that is confidential or legally privileged and may not be used by anyone other than VERTA TECHNOLOGIES. You are hereby notified that distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED.

ACCEPTANCE

CITY OF HUNTSVILLE

SIGNED _____ DATE _____

Tommy Battle — Mayor

PRINT NAME TITLE

VERTA TECHNOLOGIES

SIGNED _____ DATE _____

PRINT NAME _____ TITLE _____

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-151

Department: Legal

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

Resolution authorizing the City Clerk to invoke Cadence Bank Letter of Credit No. 362001092143 for the Meadows at Hampton Cove Phase 4 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: the Meadows at Hampton Cove Phase 4 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:** 2/12/2026 **File ID:** TMP-6505

Department: Legal

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

Resolution authorizing the City Clerk to invoke Cadence Bank Letter of Credit No. 362001092143 for the Meadows at Hampton Cove Phase 4 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: the Meadows at Hampton Cove Phase 4 Subdivision
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 26-_____

WHEREAS, Cadence Bank issued a certain letter of credit (No. 362001092143) 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 Cadence Bank Letter of Credit No. 362001092143, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of
Huntsville, Alabama

CADENCE Bank

Amendment Number 001
To
Irrevocable Standby Letter of Credit

Cadence Bank
Tupelo, Mississippi

Amendment Number 001 Date: February 27, 2024
Original Letter of Credit Issuance Date: February 15, 2022
Irrevocable Standby Letter of Credit Number: 362001092143

Beneficiary:	**Account Party:**	**Bank:**
City of Huntsville 308 Fountain Circle Huntsville, AL 35801	SR Land, LLC 105 Von Braun DR Huntsville, AL 35806	BancorpSouth Bank, a Division of Cadence Bank 2778 West Jackson St. Building C Tupelo, MS 38801

Dear Sir or Madam:

The above referenced Irrevocable Standby Letter of Credit together with each amendment thereto, (collectively the "Letter of Credit") in the aggregate amount of $159,000.00 is hereby amended on the indicated Amendment Number 001 Date as follows:

- The Expiration Date is extended from **February 23, 2024** to **February 23, 2026.**
- Issuing bank changed to Cadence Bank, 2778 West Jackson Street, Building C, Tupelo, MS 38801, Attention: Letter of Credit Department or Cadence Bank 312 Clinton Ave. W, Huntsville, AL 35801. All future drafts and all future correspondence should be forwarded to the aforementioned address.

ALL OTHER TERMS AND CONDITIONS STATED IN THE AFOREMENTIONED LETTER OF CREDIT REMAIN UNCHANGED.

This amendment forms an integral part of the Letter of Credit and must be attached thereto. The Beneficiary is requested to notify us promptly if this amendment is not accepted by the Beneficiary.

CADENCE BANK

BY: _____

David E. Ferrell
ITS: Executive Vice President

MM 3/19/24

MW 3-13-24
MW 3-25-24
EC 3/26/24

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-152

Department: Legal

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

Resolution authorizing the City Attorney to settle the workers' compensation claim of Deborah McAnally.

Resolution No.

Finance Information:

Account Number: 1000-19-00000-515190-00000000

City Cost Amount: $32,000.00

Total Cost: $32,000.00

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:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6493

Department: Legal

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

Resolution authorizing the City Attorney to settle the workers' compensation claim of Deborah McAnally.

Resolution No.

Finance Information:

Account Number: 1000-19-00000-515190-00000000

City Cost Amount: $32,000.00

Total Cost: $32,000.00

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:

RESOLUTION NO. 26-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City Attorney is hereby authorized, directed, and requested to settle the workers' compensation claim of Deborah McAnally for the total sum of $32,000.00.

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 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:** 2/12/2026 **File ID:** 2026-153

Department: Legal

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

Resolution authorizing the Mayor to execute a Corrective Deed between The Health Care Authority of the City of Huntsville and the City of Huntsville, to correct an error in the legal description contained in a deed which was previously accepted by the City of Huntsville, and authorizing the Mayor to execute a Quitclaim Deed pertaining to the conveyance of the same.

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

Additional Comments:

The Health Care Authority of the City of Huntsville conveyed certain property to the City necessary for a road expansion project with a deed which was recorded in Deed Book 2025, Page 43180 in the Probate Records of

Huntsville.

The Health Care Authority discovered that the legal description attached to the Original Deed contained an error and inadvertently contained land needed by the Health Care Authority for its operations and unnecessary for the City's road project.

The City needs to authorize the execution of a corrective deed to correct the legal description contained in the original deed as well as a quitclaim deed to convey the portion of land erroneously included in the original deed back to the Health Care Authority.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6552

Department: Legal

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

Resolution authorizing the Mayor to execute a Corrective Deed between The Health Care Authority of the City of Huntsville and the City of Huntsville, to correct an error in the legal description contained in a deed which was previously accepted by the City of Huntsville, and authorizing the Mayor to execute a Quitclaim Deed pertaining to the conveyance of the same.

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

Additional Comments:

The Health Care Authority of the City of Huntsville conveyed certain property to the City necessary for a road expansion project with a deed which was recorded in Deed Book 2025, Page 43180 in the Probate Records of

Huntsville.

The Health Care Authority discovered that the legal description attached to the Original Deed contained an error and inadvertently contained land needed by the Health Care Authority for its operations and unnecessary for the City's road project.

The City needs to authorize the execution of a corrective deed to correct the legal description contained in the original deed as well as a quitclaim deed to convey the portion of land erroneously included in the original deed back to the Health Care Authority.

RESOLUTION 26 - _____

WHEREAS, The Health Care Authority of the City of Huntsville, an Alabama health care authority (the "Health Care Authority") conveyed certain property to the City of Huntsville necessary for a road expansion project (the "City"), as evidenced by that certain deed, as recorded in Deed Book 2025, Page 43180 in the Probate Records of Huntsville, Alabama (the "Original Deed").

WHEREAS, after recording the Original Deed, the Health Care Authority discovered that the legal description attached to the Original Deed contained an error and inadvertently contained land needed by the Health Care Authority for its operations and unnecessary for the City's road project, and following its discovery, the Health Care Authority informed the City of the error contained in the Original Deed.

WHEREAS, the City Council of the City of Huntsville, Alabama desires to adopt this Resolution to approve and authorize the execution of a corrective deed to correct the legal description contained in the Original Deed as well as a quitclaim deed to convey the portion of land erroneously included in the Original Deed back to the Health Care Authority.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized, empowered, and directed to consent to and execute that certain Corrective Deed, by and between The Health Care Authority of the City of Huntsville, an Alabama health care authority, as Grantor, and the City of Huntsville, an Alabama municipal corporation, as Grantee, said Corrective Deed consisting of six (6) pages, including exhibits, and being attached as Exhibit "A" hereto.

BE IT FURTHER RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized, empowered, and directed to execute that certain Quitclaim Deed, by and between, the City of Huntsville, an Alabama municipal corporation as Grantor, and The Health Care Authority of the City of Huntsville, an Alabama health care authority, as Grantee, said Quitclaim Deed consisting of three (3) pages, including exhibits, and attached as Exhibit "B" hereto.

BE IT FURTHER RESOLVED, that the Mayor is hereby directed and authorized to have the Corrective Deed and Quitclaim Deed recorded in the Probate Records of Madison County, with an executed copies of said documents to be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____

Mayor of the City of Huntsville, Alabama

Exhibit "A"

[Attach Corrective Deed from The Health Care Authority of City of Huntsville to the City of Huntsville]

THIS CORRECTIVE DEED IS GIVEN TO CORRECT EXHIBIT "A" AND EXHIBIT "B" TO THAT CERTAIN DEED RECORDED AS DEED BOOK 2025, PAGE 43180 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA TO EXCLUDE LAND THAT WAS ERRONEOUSLY INCLUDED THEREIN. THIS INSTRUMENT FURTHER INCLUDES GRANTEE'S SIGNATURE AND IS INTENDED TO RELATE BACK TO THE ORIGINAL CONVEYANCE.

THIS INSTRUMENT PREPARED BY:
PLEASE RECORD AND RETURN TO:

Katherine Amos Beasley
Lanier Ford Shaver & Payne P.C.
2101 W. Clinton Ave., Suite 102
Huntsville, AL 35805
(256) 535-1100

STATE OF ALABAMA

COUNTY OF MADISON

CORRECTIVE DEED

THIS CONVEYANCE is made and entered into on this the _____ day of _____, 2026, by and THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE, an Alabama health care authority, as the Grantor, and CITY OF HUNTSVILLE, an Alabama municipal corporation, as the Grantee.

WITNESSETH:

WHEREAS, Grantor executed and delivered to Grantee a Deed, dated October 15, 2025, as recorded in Deed Book 2025, Page 43180 in the Probate Records of Madison County, Alabama, wherein Grantor conveyed certain property to Grantee (the "Original Deed").

WHEREAS, subsequent to the execution, delivery, and recordation of the Original Deed, the parties discovered that the Original Deed contained an error in the legal description of the property conveyed therein.

WHEREAS, the parties desire to correct the erroneous legal description and survey sketch contained in the Original Deed by executing, delivering, and recording this Corrective Deed.

NOW THEREFORE, in consideration of these premises, for the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor has this day given, granted, bargained, sold and conveyed and does by these presents give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, fee simple title to the property situated in Madison County, Alabama, particularly described as follows:

SEE **EXHIBIT "A"** ATTACHED HERETO
Depiction attached as **Exhibit "B"**.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

AND THE Grantor does, for itself and its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that the same is free from all encumbrances, except current ad valorem taxes, and easements, rights of way, and restrictions of record; that the Grantor has a good right to sell and convey the same as aforesaid; and that the Grantor will forever warrant and defend the same to the Grantee, its successors and assigns forever, against the lawful claims of all persons, except as aforesaid.

TO HAVE AND TO HOLD the same unto the Grantee, and to its successors and assigns, forever.

IN WITNESS WHEREOF, the parties hereto have caused this Corrective Deed to be executed by their duly-authorized officers on the day and year first written.

[*Signatures and acknowledgments appearing on the following pages.*]

[*Grantor Signature Page to Corrective Deed.*]

GRANTOR:

THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE, an Alabama health Care authority

By: _____
Jeff Samz, Chief Executive Officer

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JEFF SAMZ, as Chief Executive Officer of THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE, an Alabama health care authority, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said health care authority, as of the day the same bears date.

Given under my hand and official seal on the 2nd day of February, 2026.

MICHELE ROWAND COX
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 05, 2028

Michele Rowand Cox
NOTARY PUBLIC
My commission expires: 11/5/28

[*Grantee Signature Page to Corrective Deed.*]

GRANTEE:

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of CITY OF HUNTSVILLE, an Alabama municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation, as of the day the same bears date.

Given under my hand and official seal on the _____ day of _____, 2026.

_____
NOTARY PUBLIC
My commission expires: _____

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address:	101 Sivley Road, Huntsville, AL 35801
Grantee's Address:	P.O. Box 308, Huntsville, AL 35804
Property Address:	+/- 0.76 acres on Slaughter Road (Portions of PPINs 148191 & 148192)
Value:	N/A – Corrective Deed – THE PURPOSE OF THIS INSTRUMENT IS TO CLEAR TITLE

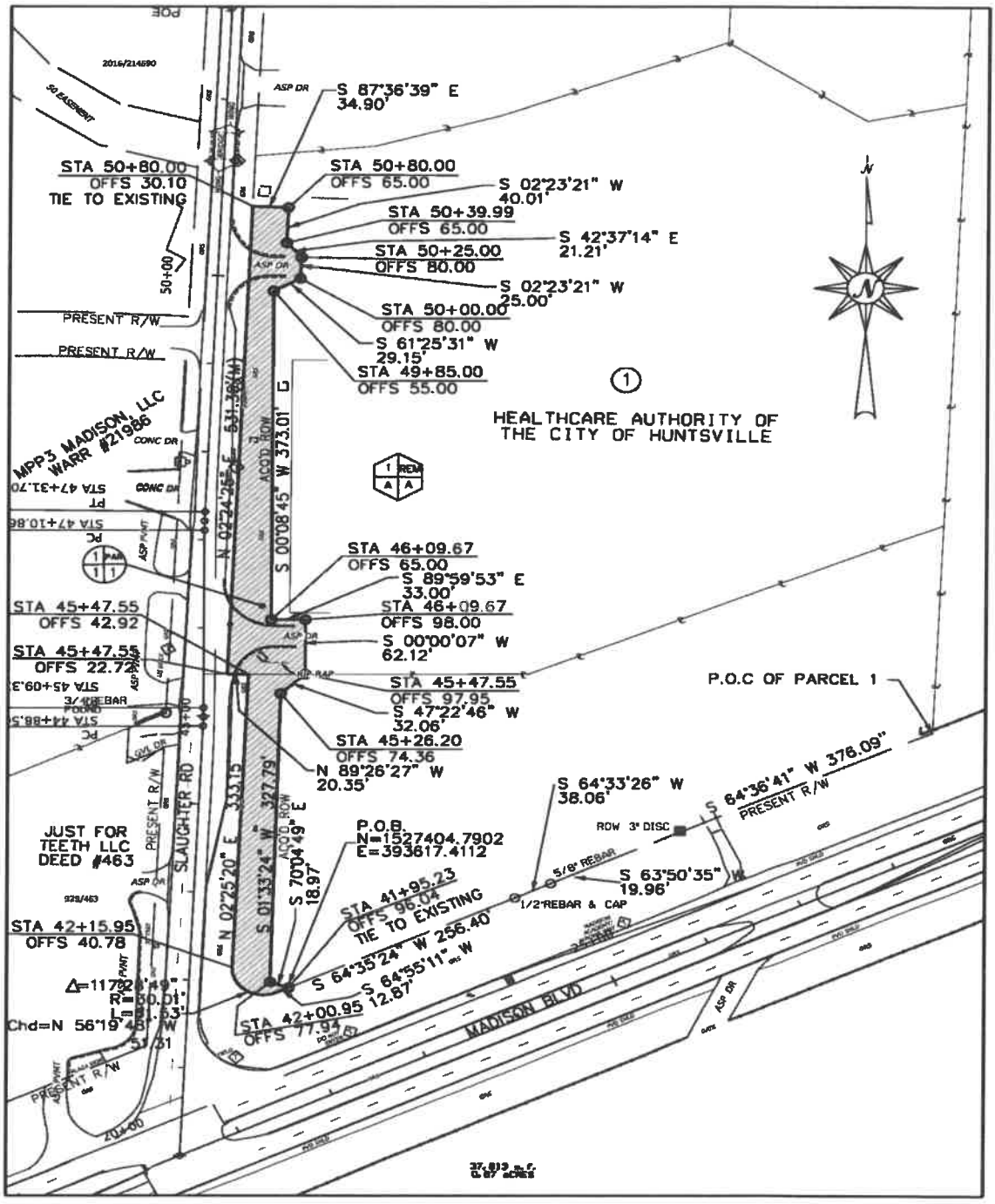
THE PREPARER OF THIS DOCUMENT HAS NOT BEEN REQUESTED TO RENDER AN OPINION, AND NO OPINION IS HEREBY GIVEN, WITH RESPECT TO THE STATE OF TITLE TO THE FOREGOING REAL PROPERTY OR THE ACCURACY OF THE LEGAL DESCRIPTION CONTAINED HEREIN.

EXHIBIT "A"
(Legal Description)

A parcel of land being situated in Lots 1 and 2 as shown on Instrument No. 2021-6340, in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of Lot 2, of said Instrument 2021-6340; thence S 64°36'41" W along the Northern Right of Way of Madison Boulevard a distance of 376.09 feet to a point (plat); thence continue along said Northern Right of Way S 63°50'35" W a distance of 19.96 feet to point (plat); thence continue along said Northern Right of Way S 64°33'26" W a distance of 38.06 feet to point (plat); thence continue along said Northern Right of Way S 64°35'24" W, a distance of 256.40 feet to a 5/8" capped rebar (Sain CA00279)and the **POINT OF BEGINNING (N=1527404.7902, E=393617.4112)**; thence continue along said Northern Right of Way N 64°35'24" W for a distance of 12.87 feet to a 5/8" capped rebar (Sain CA00279) and the beginning of a tangent curve to the right having a radius of 30.01 feet and a central angle of 117°28'49", being subtended by a chord bearing of N 56°19'48" W and a chord distance of 51.31 feet; thence along the arc of said curve a distance of 61.53 feet to a 5/8" capped rebar (Sain CA00279) on the Eastern Right-of-Way of Slaughter Road (40.78' R Station 42+15.95); thence N 02°25'20" E along said Eastern Right-of-Way a distance of 333.15 feet to a 5/8" capped rebar (Sain CA00279) (43.07 R Station 45+47.35); thence continuing along said Eastern Right-of-Way N 89°26'27" W, a distance of 20.35 feet to a 5/8" capped rebar (Sain CA00279) (22.72' R Station 45+47.55); thence N 02°24'25" W, along said Eastern Right-of-Way a distance of 531.36 feet to a 5/8" capped rebar (Sain CA00279) (30.10' R Station 50+80.00) ; thence leaving said Eastern Right-of-Way S 87°36'39" E a distance of 34.90 feet to a 5/8" capped rebar (Sain CA00279) (65.00' R Station 50+80.00); thence S 02°23'21" W a distance of 40.01 feet to a 5/8" capped rebar (Sain CA00279) (65.0' R Station 50+39.99); thence S 42°37'14" E a distance of 21.21 feet to a 5/8" capped rebar (Sain CA00279) (80.00 R Station 50+25.00); thence S 02°23'21" W a distance of 25.00 feet to a 5/8" capped rebar (Sain CA00279) (80.00 R Station 50+00.00); thence S 61°25'31" W a distance of 29.15 feet to a 5/8" capped rebar (Sain CA00279) (55.00' R Station 49+85.00); thence S 00°08'45" W a distance of 373.01 feet to a 5/8" capped rebar (Sain CA00279) (65.00 R Station 46+09.67); thence S 89°59'53" E a distance of 33.00 feet to a 5/8" capped rebar (Sain CA00279) (98.00 R Station 46+09.67); thence S 00°00'07" W a distance of 62.12 feet to a 5/8" capped rebar (Sain CA00279) (97.95 R Station 45+47.35); thence S 47°22'46" W a distance of 32.06 feet to a 5/8" capped rebar (Sain CA00279) (74.36 R Station 45+26.20); thence S 01°33'24" W a distance of 327.79 feet to a 5/8" capped rebar (Sain CA00279); thence S 70°04'49" E a distance of 18.97 feet back to the **POINT OF BEGINNING**. Said parcel containing 0.76 acres, more or less.

EXHIBIT "B"



Tract #:	1	Scale:	1" = 120'
Grantor(s):		State:	Alabama
NAME	HEALTHCARE AUTHORITY OF THE CITY OF HUNTSVILLE	County:	Madison
Total Before:	37.81 AC	Project:	
Total Acquired:	0.76 AC	CPMS #:	
Total Remainder:	37.05 AC	Date:	8/27/2025
THIS IS NOT A BOUNDARY SURVEY		Sketch:	1 OF 1

Exhibit "B"

[Attach Quitclaim Deed from City of Huntsville to The Health Care Authority of the City of Huntsville.]

Exhibit "B"

[Attach Quitclaim Deed from City of Huntsville to The Health Care Authority of the City of Huntsville.]

THIS INSTRUMENT PREPARED BY:
PLEASE RECORD AND RETURN TO:

Katherine Amos Beasley
Attorney for Grantor
Lanier Ford Shaver & Payne P.C.
2101 West Clinton Ave., Suite 102
Huntsville, AL 35805
(256)535-1100

THIS QUITCLAIM DEED IS BEING RECORDED FOR THE SOLE PURPOSE OF CLEARING TITLE

STATE OF ALABAMA

COUNTY OF MADISON

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CITY OF HUNTSVILLE, an Alabama municipal corporation, as Grantor, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid by the THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE, an Alabama health care authority, as Grantee, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim and convey unto the Grantee, all of the Grantor's right, title, interest, and claim in and to the following described real estate situation in the City of Huntsville, County of Madison, State of Alabama, to-wit (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be duly executed by its Mayor and attested by its City Clerk, this ____ day of _____, 2026.

CITY OF HUNTSVILLE, ALABAMA,
an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the CITY OF HUNTSVILLE, an Alabama municipal 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 this instrument, they, as such officers and with full authority, executed the same for and as the act of said City of Huntsville, an Alabama municipal corporation, as of the day the same bears date.

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

_____
NOTARY PUBLIC
My commissioner expires: _____

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address:	P.O. Box 308, Huntsville, AL 35804
Grantee's Address:	101 Sivley Road, Huntsville, AL 35801
Property Address:	+/- 0.10 acres, located off of Slaughter Rd
Purchase Price:	N/A – THE PURPOSE OF THIS INSTRUMENT IS TO CLEAR TITLE

THE PREPARER OF THIS DOCUMENT HAS NOT BEEN REQUESTED TO RENDER AN OPINION, AND NO OPINION IS HEREBY GIVEN, WITH RESPECT TO THE STATE OF TITLE TO THE FOREGOING REAL PROPERTY OR THE ACCURACY OF THE LEGAL DESCRIPTION CONTAINED HEREIN.

Exhibit "A"
(Legal Description of Property)

A parcel of land being situated in Lots 1 and 2 as shown on Instrument No. 2021-6340, in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of Lot 2, of said Instrument 2021-6340; thence S 64°36'41" W along the Northern Right of Way of Madison Boulevard a distance of 376.09 feet to a point (plat); thence continue along said Northern Right of Way S 63°50'35" W a distance of 19.96 feet to point (plat); thence continue along said Northern Right of Way S 64°33'26" W a distance of 38.06 feet to point (plat); thence continue along said Northern Right of Way S 64°35'24" W, a distance of 256.40 feet to a 5/8" capped rebar (Sain CA00279) thence continue along said Northern Right of Way N 64°35'24" W for a distance of 12.87 feet to a 5/8" capped rebar (Sain CA00279) and the beginning of a tangent curve to the right having a radius of 30.01 feet and a central angle of 117°28'49", being subtended by a chord bearing of N 56°19'48" W and a chord distance of 51.31 feet; thence along the arc of said curve a distance of 61.53 feet to a 5/8" capped rebar (Sain CA00279) on the Eastern Right-of-Way of Slaughter Road (40.78' R Station 42+15.95); thence N 02°25'20" E along said Eastern Right-of-Way a distance of 333.15 feet to a 5/8" capped rebar (Sain CA00279) (43.07 R Station 45+47.35); thence continuing along said Eastern Right-of-Way N 89°26'27" W, a distance of 20.35 feet to a 5/8" capped rebar (Sain CA00279) (22.72' R Station 45+47.55); thence N 02°24'25" W, along said Eastern Right-of-Way a distance of 531.36 feet to a 5/8" capped rebar (Sain CA00279) (30.10' R Station 50+80.00) ; thence leaving said Eastern Right-of-Way S 87°36'39" E a distance of 34.90 feet to a 5/8" capped rebar (Sain CA00279) (65.00' R Station 50+80.00); thence S 02°23'21" W a distance of 40.01 feet to a 5/8" capped rebar (Sain CA00279) (65.0' R Station 50+39.99); thence S 42°37'14" E a distance of 21.21 feet to a 5/8" capped rebar (Sain CA00279) (80.00 R Station 50+25.00); thence S 02°23'21" W a distance of 25.00 feet to a 5/8" capped rebar (Sain CA00279) (80.00 R Station 50+00.00) to the **POINT OF BEGINNING**; thence S47°22'46"W a distance of 20.45 feet to a point (55.00 R Station 49+85.00); thence S00°14'26"W a distance of 333.70 feet to point (75.10 R Station 46+48.88); thence S42°37'14"E a distance of 33.81 feet to a point (98.00 R Station 46+24.00); thence S00°00'07"W a distance of 14.53 feet to a 5/8" capped rebar (Sain CA00279) (98.00 R Station 46+09.67); thence N89°59'53"W a distance of 33.00 feet a 5/8" capped rebar (Sain CA00279) (65.00 R Station 46+09.67); thence N00°08'45"E a distance of 373.01 feet to a 5/8" capped rebar (Sain CA00279) (65.54 R Station 49+85.54)thence N61°25'31"E a distance of 29.15 feet and the back to the **POINT OF BEGINNING**.

The above described parcel contains 0.10 acres more or less. (4516 sq. ft.)

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-154

Department: Legal

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

Resolution authorizing the Mayor to enter a License Agreement between the City of Huntsville and Mid-City Owner, LLC, for Orion Amphitheater parking.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: $25,000

Total Cost: $25,000

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Mid-City (Orion Amphitheater)
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:** 2/12/2026 **File ID:** TMP-6490

Department: Legal

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

Resolution authorizing the Mayor to enter a License Agreement between the City of Huntsville and Mid-City Owner, LLC, for Orion Amphitheater parking.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: $25,000

Total Cost: $25,000

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Mid-City (Orion Amphitheater)
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 a License Agreement, by and between the City of Huntsville, an Alabama municipal corporation, and Mid-City Owner, LLC, an Alabama limited liability company, which said agreement is substantially in words and figures as shown in that certain document attached hereto and identified as "License Agreement between Mid-City Owner, LLC, and the City of Huntsville," consisting of seven (7) pages including Exhibit "A," and the effective date of February 12, 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.

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville, Alabama

LICENSE AGREEMENT BETWEEN MID-CITY OWNER, LLC AND THE CITY OF HUNTSVILLE, ALABAMA

STATE OF ALABAMA)
)
MADISON COUNTY)

LICENSE AGREEMENT

This License Agreement (this **"Agreement"**) is made and entered into on the _____ day of February, 2026 (the **"Effective Date"**), by and between Mid-City Owner, LLC, an Alabama limited liability company, hereinafter referred to as **"Licensor"** or **"MCO"**, and the City of Huntsville, an Alabama municipal corporation, hereinafter referred to as **"Licensee"** or the **"City."**

RECITALS

WHEREAS, the City is the owner of an 8,500-seat amphitheater (the **"Amphitheater"**) adjacent to that certain development known as "MidCity District", and

WHEREAS, MCO is the owner of certain land located within MidCity District and is an affiliated entity of RCP Companies, LLC, the developer of MidCity District; and

WHEREAS, the Amphitheater stimulates economic development in and around the MidCity District; and

WHEREAS, the City temporarily has the need for a site to use for public parking to serve the Amphitheater; and

WHEREAS, the City and MCO previously entered into a Development Agreement for MidCity District and, upon execution of said Development Agreement, MCO agreed to support the Amphitheater by temporarily providing real property for sufficient parking in connection with the use of the Amphitheater, as evidenced by a prior License Agreement entered into by the City and MCO for parking in the MidCity District; and

WHEREAS, MCO is willing to grant the City a license to utilize the area outlined (hereinafter the **"Licensed Premises"**) on the drawing attached hereto as **Exhibit "A"** and by this reference made a part hereof according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the parties do hereby agree as follows.

1. License; License Fee. MCO hereby grants to the City a non-exclusive license to occupy and use the Licensed Premises for event public parking during the Term (as defined below) of this Agreement. Licensor hereby retains the right to use the Licensed Premises for events which occur at MidCity District provided that the City's use of the Licensed Premises for events at the Amphitheater will have first priority. The City shall pay MCO an annual license fee in the amount of Twenty-Five Thousand and No/100 Dollars ($25,000.00) (the "**License Fee**") for the use of the Licensed Premises for the first year of the Term. For the second year of the Term, the License Fee shall be Ten and No/100 Dollars ($10.00). The City shall pay the License Fee to MCO within thirty (30) days following

President of the City Council of the City of Huntsville, Alab
Date: February 12, 2026

the Effective Date hereof and within thirty (30) days following the commencement of the second year of the Term.

2. No Hazardous Materials. The City shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Licensed Premises by the City, its agents, employees, contractors or invitees, without the prior written consent of MCO. For the purpose of this License, **"Hazardous Material"** shall include, but is not limited to, substances defined as "hazardous substances," "hazardous wastes," or "toxic substances," oil, flammable explosives or asbestos in any federal or state statute concerning hazardous materials now or hereafter enacted, including all regulations adopted or publications promulgated thereunder (collectively, **"Environmental Laws"**). The City shall promptly remove, at its cost, any Hazardous Material brought upon, kept or used in or about the Licensed Premises by the City, its agents, employees, contractors or invitees following receipt of notice from MCO, such obligation to survive the expiration or earlier termination of this Agreement in accordance with its terms.

3. Term. The term of this Agreement (the **"Term"**) is two (2) years, commencing on January 1, 2026, and terminating at midnight, central time, on December 31, 2027. Notwithstanding the foregoing, at any time after October 31, 2026, MCO shall have the right to terminate this Agreement upon delivery of ninety (90) days' prior written notice to the City to enable MCO to develop the Licensed Premises. In the event that MCO terminates this License during the Term pursuant to its rights set forth herein, MCO shall return the prorated portion of the License Fee to the City applicable to the unexpired portion of such Term following the date of such termination.

4. Licensee Improvements. The City has performed site improvements (collectively, the **"Licensee Improvements"**) to maintain the Licensed Premises suitable for the intended purpose of this Agreement.

5. Maintenance of Licensed Premises. The City shall repair and maintain the Licensed Premises and all Licensee Improvements located thereon during the Term of this Agreement at its sole cost and expense. Upon termination of this Agreement, the City will, at its sole cost, remove all stored materials or other items brought onto the Licensed Premises by or on behalf of the City and leave the Licensed Premises free and clear of any and all garbage, trash, debris, waste, equipment and materials.

6. Compliance with Laws. Payment of Real Estate Taxes. The City covenants and agrees to use, maintain and repair the Licensed Premises in compliance with all ordinances, laws, rules, and regulations and shall not use (or allow the use of) the Licensed Premises in an unlawful manner. Notwithstanding this Agreement, MCO shall remain responsible for the payment of all real estate taxes or assessments imposed on the Licensed Premises during the Term hereof.

7. Release: Removal of Liens. Subject to the limitations of municipal liability as set forth in Alabama law, the City shall release and hold harmless MCO, its employees, officers, agents and affiliates from and against any and all Claims arising out of or in connection with personal injury, property damage or otherwise arising from the City's use, occupation, improvement or maintenance of the Licensed Premises. The City shall cause any and all liens which may be filed against the Licensed Premises as a result of the City's use, repair or maintenance of the Licensed Premises to be removed or bonded over to the satisfaction of MCO within thirty (30) days following the City's receipt of notice of the filing thereof. If the City fails to so remove or bond any such liens within such 30-day period, then MCO may do so on behalf of the City and the City shall reimburse MCO for all costs and expenses incurred in so removing or bonding such lien within thirty (30) days following receipt of an invoice and reasonable supporting documentation from MCO, such removal obligation and

reimbursement obligation to survive the expiration or earlier termination of this Agreement in accordance with its terms.

8. Self-Insured Entity: Insurance. The parties understand and agree that the City is a self-insured municipality. Notwithstanding the foregoing, prior to any entry onto the Licensed Premises as permitted by this Agreement, the City shall deliver written evidence reasonably satisfactory to Licensor that the City, or its contractor or the party that will be using the Licensed Premises, as applicable, has insurance in effect in accordance with the following provisions. The City shall carry or shall cause its contractors and/or agents, as applicable, to carry at all times during the Term of this Agreement a policy of commercial general liability insurance with minimum limits of $2,000,000.00 per occurrence/$3,000,000.00 in the aggregate (the **"CGL Policy")**. In addition, the City's contractors which perform construction on the Licensed Premises must also carry Workers' Compensation Insurance in an amount equal to not less than the minimum amount required by the applicable laws of the State of Alabama. Further, those parties which will be using the Licensed Premises as part of an event at the Amphitheater will include, as an endorsement to the CGL Policy, so-called "dram shop" insurance (i.e., liquor liability coverage) in an amount of at least $1,000,000.00. All of the foregoing policies shall be written with a company or companies licensed to do business in the State of Alabama with a financial rating of VIII or better and a policyholder's rating of A- or better in the latest edition of *Best's Rating Guide on Premises and Casualty Insurance Companies* (or a comparable rating in any comparable and generally recognized national or international ratings guide) and shall name Licensor and its mortgagee as additional insureds, as their interests may appear. The foregoing insurance policies shall be used to pay for any claims arising out of the use of the Licensed Premises by the City and/or its contractors and agents and the City shall cause its contractors and/or agents to indemnify Licensor from any costs, expenses, claims or liabilities arising from the exercise of the rights arising under this Agreement, such indemnity to survive the expiration or earlier termination of this Agreement in accordance with its terms.

9. Governing Law. This Agreement shall be governed by the laws of the State of Alabama. Proper venue to enforce any provision of this Agreement shall be in the state or federal courts in Madison County, Alabama.

10. Binding Effect. 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.

11. Entire Agreement. This Agreement represents the entire agreement between MCO and the City with respect to the matters contained herein and supersedes all prior communications, negotiations, representations or agreements, either written or oral.

12. Notices. All notices, elections, or demands permitted or required to be made under this Agreement shall be made in writing, signed by the party giving such notice, election, or demand, and shall be deemed to have been properly given, unless otherwise specifically provided this Agreement, (i) when delivered in person, or (ii) one day after deposit with an overnight delivery service (such as FedEx, UPS or other similar overnight service) for next day delivery, delivery charges prepaid, addressed to the appropriate party as set out below:

MCO Mid-City Owner, LLC
c/o Rex Commercial Properties, Inc.
920 Bob Wallace Ave. SW, Suite 320
Huntsville, AL 35801

Attention: Mr. Max Grelier and Mr. Remy Gross

CITY City of Huntsville
305 Fountain Circle
Huntsville, AL 35801
Attention: City Administrator

13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Signatures on this document may be transmitted by electronic mail with the same force and effect as if original signatures appeared on each copy of the document.

[Signatures appear on following page]

IN WITNESS WHEREOF the parties have entered into this Agreement on the date first above written.

LICENSOR:

MID-CITY OWNER, LLC

By:_____
Max Grelier, its Manager

LICENSEE:

THE CITY OF HUNTSVILLE, ALABAMA

By:_____
Its Mayor

ATTEST:

_____
Shaundrika Edwards
City Clerk

EXHIBIT "A"

Licensed Premises

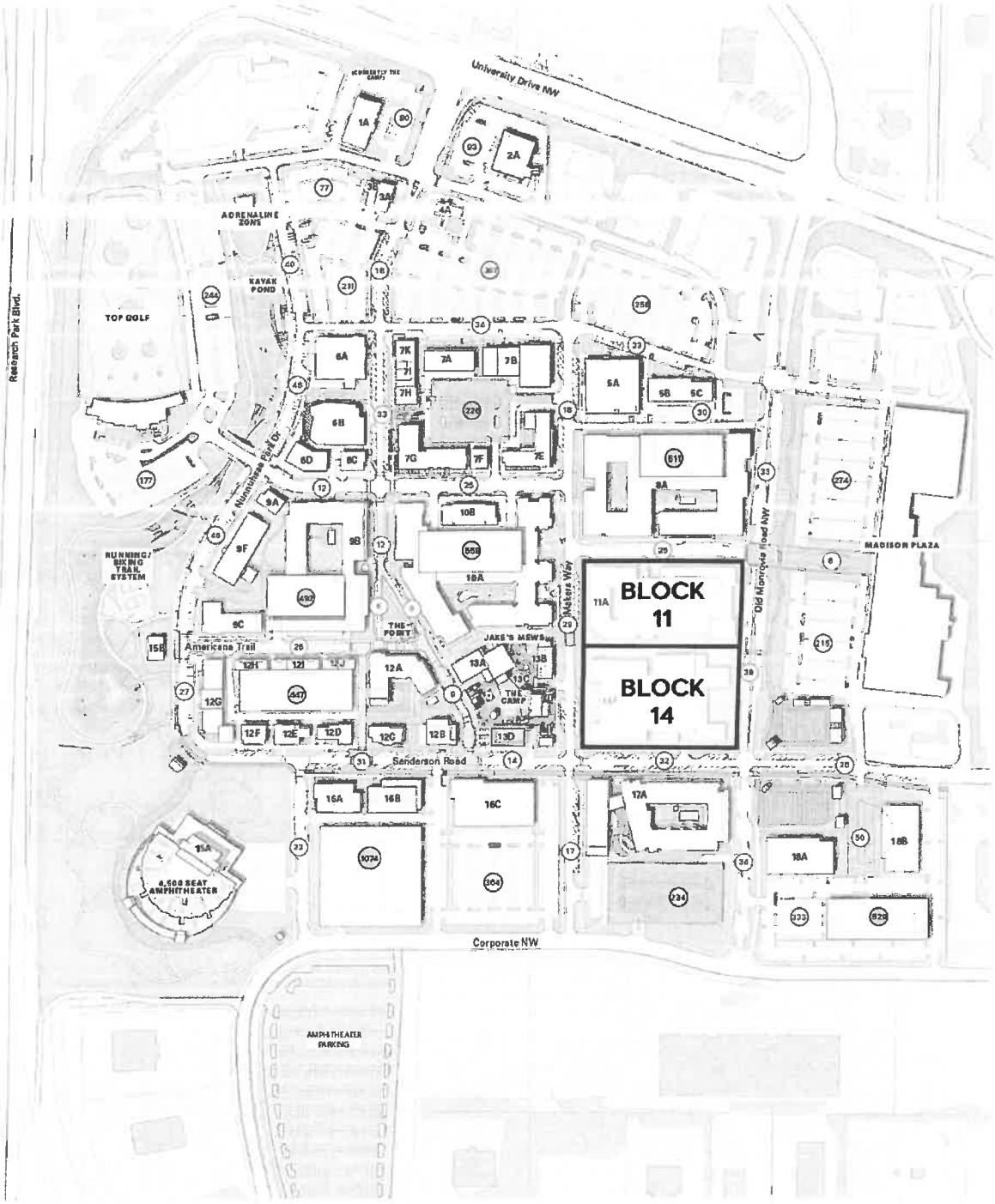


EXHIBIT A – License Premise (Block 11 & 14)

MidCity District

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-155

Department: Parks and Recreation

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

Resolution authorizing the Mayor to enter into a Facility Use Agreement by and between the City of Huntsville, and Huntsville Electric Utilities Board for the event "APPA 2026 Lineman's Rodeo".

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location: (list below)

Address: 2200 Jaycee Way SW Huntsville AL 35801
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
The American Public Power Association (APPA) Lineworkers Rodeo returns in 2026 to Huntsville, Alabama, at John Hunt Park on March 27-28. This nationally recognized event brings together public power lineworkers from across the country to compete in a series of safety-focused and technical skill challenges.

Competitions are open to both journeymen and apprentices, with newly introduced categories designed to accommodate utilities of varying sizes. In addition to the competitive events, the rodeo provides valuable opportunities for professional training, peer networking, and recognition of excellence in the public power

industry.

Set-up will take place March 23-26, 2026, with the event occurring March 27-28, 2026, and clean-up scheduled for March 28-29, 2026. The event will be held at John Hunt Park Festival Grounds and the Jaycee Community Building, Huntsville, AL. Event parking will be available at Joe Davis Stadium and designated areas south of the Festival Grounds within John Hunt Park. Please note that Jaycee Way will be closed between Phillip Dotts Dr. and Steve Hettinger Dr. during the event period.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6441

Department: Parks and Recreation

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

Resolution authorizing the Mayor to enter into a Facility Use Agreement by and between the City of Huntsville, and Huntsville Electric Utilities Board for the event "APPA 2026 Lineman's Rodeo".

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location: (list below)

Address: 2200 Jaycee Way SW Huntsville AL 35801
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
The American Public Power Association (APPA) Lineworkers Rodeo returns in 2026 to Huntsville, Alabama, at John Hunt Park on March 27-28. This nationally recognized event brings together public power lineworkers from across the country to compete in a series of safety-focused and technical skill challenges.

Competitions are open to both journeymen and apprentices, with newly introduced categories designed to accommodate utilities of varying sizes. In addition to the competitive events, the rodeo provides valuable opportunities for professional training, peer networking, and recognition of excellence in the public power

industry.

Set-up will take place March 23-26, 2026, with the event occurring March 27-28, 2026, and clean-up scheduled for March 28-29, 2026. The event will be held at John Hunt Park Festival Grounds and the Jaycee Community Building, Huntsville, AL. Event parking will be available at Joe Davis Stadium and designated areas south of the Festival Grounds within John Hunt Park. Please note that Jaycee Way will be closed between Phillip Dotts Dr. and Steve Hettinger Dr. during the event period.

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 a Facility Use Agreement by and between the City of Huntsville and Huntsville Electric Utilities Board 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 Huntsville Electric Utilities Board" consisting of nine (9) pages, including Exhibit A, and the date of February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

.

_____
Mayor of the City of Huntsville, Alabama

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND HUNTSVILLE UTILITIES ELECTRIC BOARD

This License Agreement (the "Agreement") is entered into this **12th** day of **February**, 20**26**, by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as the "City" or "Licensor"), and Huntsville Electric Utilities Board, an unincorporated board created and established pursuant to Ala. Code § 11-50-490 et seq. (hereinafter referred to as "Licensee" or "HU").

1. Use of premises, timing, and road closures.

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants Licensee a license to utilize those premises owned by Licensor, which are shown on the map, attached hereto and incorporated herein by reference as **Exhibit A,** and hereinafter referred to as the "Premises" (and being the John Hunt Park Festival Site and Jaycee Community Building), located at 2195 Jaycee Way, Huntsville, AL 35801, to be used for an event called the "APPA Lineworkers Rodeo" (the "Event"), which shall be a nationally recognized event that brings together public power lineworkers from across the country to compete in a series of safety-focused and technical skill challenges; while also providing valuable opportunities for professional training, peer networking, and recognition of excellence in the public power industry; and for no other purpose.

(b) Licensee's access to the Premises shall be subject to subsection 1(c) concerning the road closure of Jaycee Way, between Phillip Dotts Drive and Steve Hettinger Drive. Licensee may access the Premises, with the exception of the Festival Site, for Event set-up on Monday, March 23, 2026. The Event shall commence on Friday, March 27, 2026, and shall conclude no later than Saturday night, March 28, 2026. The cleanup/take-down of the Event and restoration of the Jaycee Community Building shall begin on March 28, 2026 and conclude on March 29, 2026. Setup and restoration of the Festival Site are subject to the provisions provided in Section 4 of this agreement.

(c) All road closings mentioned in 1(b) shall be set forth in the special event permit issued by the Huntsville Police Department for the Event. It is the intent of the parties to this Agreement that roads closed in connection with the APPA Lineworkers Rodeo shall remain open so long as reasonably practicable preceding the event and shall reopen as soon as is reasonably practicable following the event.

2. Security; access.

(a) Licensee shall be responsible for the provision of security within the Premises during the period of the Agreement. Licensee may, at its sole cost and expense, hire off-duty

City of Huntsville Police officers through the Huntsville Police Department to provide security services for the event and shall hire the number of officers and supervisory personnel as recommended for the event by the Huntsville Police Department. Any agreement(s) between Licensee and any off-duty City of Huntsville Police officer(s) shall comply with the insurance and indemnity requirements of Ala. Code 1975 § 6-5-338.4(d).

(b) In addition, and at its sole cost and expense, Licensee may hire private security for the Event, as approved by the Huntsville Police Department.

(c) Licensee agrees that, at any time, the Huntsville Police Department may require that the event be canceled, the conduct of the event modified, or prescribe such other measures that may be necessary in the event of inclement weather conditions, security issues, threats to the health or safety of the sponsors or attendees of the Event or to the general public, or otherwise for public convenience or safety.

3. Fencing.

Licensee shall be permitted to erect a fence around the perimeter of the Premises (for any area where no fence is currently erected) 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.

4. Setup and Restoration of the Festival Site

(a) HU and City Landscape Management personnel will meet on site prior to any preparation for setup and installation of the utility poles. During this meeting, the Festival Site will be walked and evaluated for condition of the grounds prior to this event.

(b) HU will also coordinate with City of Huntsville General Services in advance of setup to identify the location of any underground infrastructure.

(c) HU will be given access to the Festival Site after the evaluation has been signed off by both officials.

(d) Once the event is completed, officials will meet on site to evaluate any damages done during the event and come up with a plan of repairs outside of the scope of repairing the holes that were dug for the utility poles. Once this is signed off by both parties, HU may then begin repairs on the site.

(e) Utility hole repair shall be done in multiple phases because of the depth of the holes. Phase one will be #2 limestone rock (2-3”) put in the bottom of the hole one foot at a time with hand tamping at each one-foot interval and filled up to a total of 4’ from the bottom. Once reaching the four-foot mark, the rock will be covered with filter fabric to prevent soil from falling into the rock. The final phase shall include a foot of topsoil tamped and then filled with water, once the water filters through another foot of topsoil and tamping will be done on top. Water will be added to this, then soil added again to bring the height of the soil to match the existing grade of the surrounding ground. Final stage is to take a skid steer to roll over the hole and pack it one final time and add more soil as needed to equate to a level grade. Landscape

Management officials will be on site to evaluate this process from start to finish to make sure each step is taken.

(f) Repairs to any other damages to the Festival Site will include filling any ruts or depressions created before, during and after the event with topsoil and Harley raked to a smooth surface. All disturbed areas throughout the event that has bare soil exposed will be sodded with Tifton 419 Bermuda sod and rolled to a smooth surface.

(g) Once all repairs are made, City Landscape Management and HU officials will meet on site to evaluate all repairs and the overall grounds. The 100 holes will be evaluated throughout the spring and summer months for depressions and refilled if any are found. Once City Landscape Management officials are completely satisfied, both parties will sign off on the agreement.

(h) Estimated cost of restoration. In the event the Festival Site is not restored to the City's satisfaction, HU agrees to pay the following minimum restoration expenses to the City:

#2 gravel (2 – tri axle loads) $2500
Clean topsoil (5 – tri axle loads) $2500
Tifton 419 Bermuda Sod installed (1,000 sq. yds.) $3250
Equipment and personnel costs $6750

Total Estimated Costs of Restoration $15,000

5. Conditions of Licensee's Use of the Premises.

(a) Compliance with laws: Licensee agrees to comply with all ordinances, laws, rules and regulations pertaining to the use of the Premises and shall not use the Premises in an unlawful manner nor create or allow to exist any nuisances or trespass nor deface or damage the Premises.

(b) Safety: Licensee agrees to take all reasonable precautions for the safety of Event attendees.

(c) Licenses and permits: Licensee shall obtain and maintain all licenses and permits and pay all fees necessary or required to hold the Event. Licensor may require Licensee to provide proof of proper permitting or licensure prior to or during the Event.

(d) Lighting: Licensee shall be responsible for providing adequate security lighting for the Premises during the Event.

(e) Stages/performance area: In the event Licensee installs a stage or other performance area upon the Premises, Licensee shall abide by all applicable laws for said installation including any applicable building, fire and electrical codes, and in no event shall any holes be drilled in any existing concrete, asphalt, brick or other impervious surface. Any such stage, tent or other temporary structure erected for the Event shall not be anchored in concrete or any other permanent material, nor otherwise deface or damage any portion of the Premises.

(f) Access: Licensee shall, at all times, maintain handicap access throughout the Premises. Licensee shall maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

(g) Electricity: Licensee may use existing electrical infrastructure as it currently exists and may not alter any interface without prior approval of Licensor. Any electrical modifications requiring an electrician will be at the expense of the Licensee. Licensor will not provide assistance. Any ancillary electrical needs will be Licensee's responsibility.

(h) Restrooms: Licensee shall provide all necessary Port-O-Lets as recommended by industry standards for the projected attendance to the Event and shall assist with placement of the Port-O-Lets in an area designated by the Licensor. Licensee shall cause Port-O-Lets to be removed from the Premises no later than Wednesday following the event. At least some of the units must meet ADA standards of accessibility.

(i) Vendors: Licensee shall require all food, drink, and other vendors to obtain all necessary city license and Health Department food permits. Licensee shall provide proof of all license and food permits to Licensor.

(j) Trash: City will provide all trash containers and trash disposal for the event.

(k) Clean Up: Licensee is responsible for all clean-up of the premises and any cost associated with clean up.

(l) Property outside Premises: To the extent the Event is conducted on property outside the Premises on property owned by or leased to others, Licensee shall be solely responsible for obtaining the right to conduct the Event on said property, and nothing herein shall be construed to provide Licensee any interest in such property.

(m) Assignment: Licensee may not assign its interest in this License Agreement without the express written consent of the Licensor.

6. Parking.

Event parking shall be restricted to the parking lots in John Hunt Park that are located south of Joe Davis Stadium.

7. Indemnification; non-liability.

Licensee shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City of Huntsville, its officials, officers, elected and appointed officials, 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 aforesaid (including but not limited to reasonable attorneys' fees and expenses and court costs and fees), up to the limits of the insurance policy provided for in Section 8 of this agreement. Licensee's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the sole negligence of the indemnitees. Licensee's duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this section 7 shall be construed as a waiver of any immunity of statutory protection of the City of Huntsville, Alabama, and no third party may expand any recovery against the City due to Licensee's duty of indemnification.

8. Insurance.

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, elected officials, 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, elected officials, agents, contractors, or specified volunteers, except it shall be limited in the case of the indemnitee's 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. 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, elected officials, agents, contractors and specified volunteers
Attn: City Attorney
P.O. Box 308
Huntsville, AL 35804
bruce.pitts@huntsvilleal.gov

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. Fee. Licensee shall pay a fee to the City of Six Thousand Three Hundred and No/100 Dollars ($6,300) for the use of the Premises.

10. Non-compliance.

In the event of any breach of any condition or term of this Agreement, the City may cancel the Event and terminate this Agreement at any time. Huntsville Police Department, Huntsville Fire and Rescue or any other official of the City of Huntsville acting within the line and scope of his/her authority may take any action they deem necessary in order to protect the public health or safety, to prevent damage or destruction to public or private property, or to enforce applicable laws.

11. Miscellaneous.

(a) This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement, together with all exhibits, constitutes the entire agreement between the parties and shall be interpreted under and according to the Laws of the State of Alabama with venue in the courts of Madison County, Alabama. This Agreement shall be binding upon and inure to the benefit of Licensee, its successors and permitted assigns, and the City, its successors and assigns.

(b) Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms or conditions, nor shall such failure on the part of the City be construed or held to be a waiver of the City's rights thereafter to strictly enforce any provision of this Agreement.

(c) The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the intent or scope of this Agreement.

(d) If, for any reason, any agreement(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Licensee or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed herefrom as though the same was never a part hereof; provided, however, the remainder of this Agreement shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

(e) The parties represent and warrant that they have full authority to enter into this Agreement.

12. Electronic Signatures.

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective seals and delivered as of the date first above written.

ATTEST

_____
Shaundrika Edwards
City Clerk

LICENSOR:
THE CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle, Mayor

LICENSEE:
HUNTSVILLE UTILITIES ELECTRIC BOARD

By: _____

Its: President/CEO

EXHIBIT A

John Hunt Park Festival Grounds and Jaycee Community Building



305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-156

Department: Planning

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

Resolution authorizing the Mayor to sign a plat entitled “Huntsville North Village Phase 1A”.

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:

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:** 2/12/2026 **File ID:** TMP-6557

Department: Planning

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

Resolution authorizing the Mayor to sign a plat entitled "Huntsville North Village Phase 1A".

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:

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:

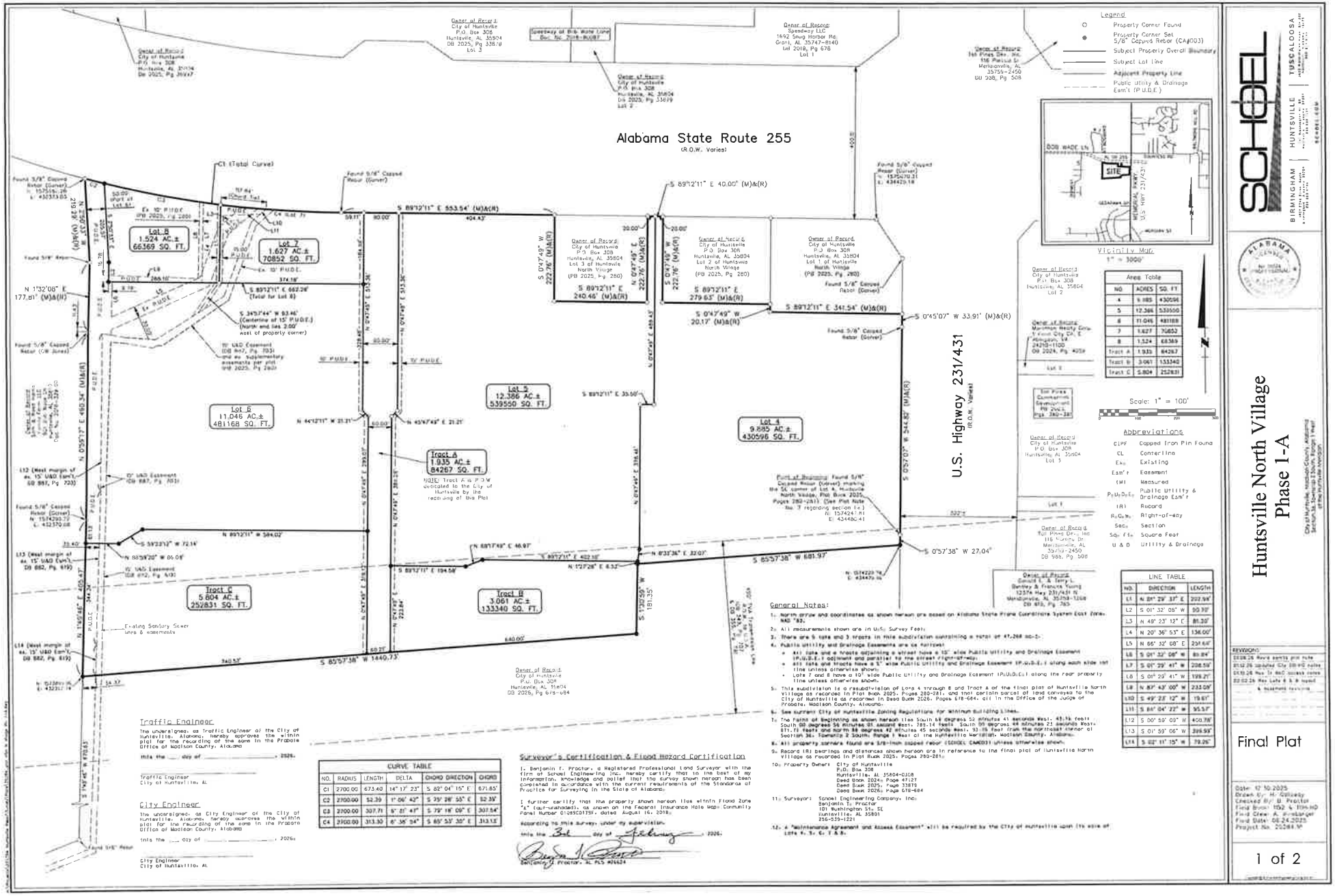
"Huntsville North Village 1A".

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

Mayor of the City of Huntsville,
Alabama


Alabama State Route 255
(R.O.W. Varies)
U.S. Highway 231/431
(R.O.W. Varies)
Lot 8
11.046 AC.±
481168 SQ. FT.
Lot 7
1.627 AC.±
70852 SQ. FT.
Lot 6
1.524 AC.±
66369 SQ. FT.
Lot 5
12.386 AC.±
539550 SQ. FT.
Lot 4
9.885 AC.±
430596 SQ. FT.
Tract A
1.935 AC.±
84267 SQ. FT.
Tract B
3.061 AC.±
133340 SQ. FT.
Tract C
5.804 AC.±
252831 SQ. FT.
Legend
Property Corner Found
Property Corner Set 5/8" Capped Rebar (CA#003)
Subject Property Overall Boundary
Subject Lot Line
Adjacent Property Line
Public Utility & Drainage Eas't (P.U.D.E.)
Vicinity Map
1" = 1000'
Scale: 1" = 100'
Area Table
NO. ACRES SQ. FT.
4 9.885 430596
5 12.386 539550
6 11.046 481168
7 1.627 70852
8 1.524 66369
Tract A 1.935 84267
Tract B 3.061 133340
Tract C 5.804 252831
Abbreviations
CIPF Capped Iron Pin Found
CL Centerline
Exs. Existing
Eas't Easement
(M) Measured
P.U.D.E. Public Utility & Drainage Eas't
(R) Record
R.O.W. Right-of-way
Sec. Section
Sq. Ft. Square Feet
U & D Utility & Drainage
LINE TABLE
NO. DIRECTION LENGTH
L1 N 87° 29' 37" E 202.96'
L2 S 01° 32' 08" W 90.70'
L3 N 49° 23' 12" E 81.30'
L4 N 20° 36' 53" E 136.00'
L5 N 65° 32' 08" E 251.64'
L6 S 01° 32' 08" W 80.84'
L7 S 01° 29' 41" W 208.56'
L8 S 01° 29' 41" W 198.21'
L9 N 87° 43' 00" W 233.09'
L10 S 49° 23' 12" W 19.61'
L11 S 84° 04' 27" W 95.53'
L12 S 00° 59' 09" W 408.78'
L13 S 01° 59' 06" W 399.93'
L14 S 02° 11' 15" W 79.25'
CURVE TABLE
NO. RADIUS LENGTH DELTA CHORD DIRECTION CHORD
C1 2700.00 673.40 14° 17' 23" S 82° 04' 15" E 671.85'
C2 2700.00 52.39 1° 06' 42" S 75° 28' 55" E 52.39'
C3 2700.00 307.71 6° 31' 43" S 79° 18' 09" E 307.54'
C4 2700.00 313.30 6° 38' 54" S 85° 53' 30" E 313.15'
Traffic Engineer
City Engineer
General Notes:
Surveyor's Certification & Flood Hazard Certification
Owner of Record: City of Huntsville, P.O. Box 308, Huntsville, AL 35804
Owner of Record: Speedway LLC, 1692 Snug Harbor Rd, Grant, AL 35747-8140
Owner of Record: Toll Pikes Dev., Inc., 116 Pierce St, Madisonville, AL 35755-2450
Owner of Record: Gerald E. & Terry L. Bentley & Francis Young, 1237A Hwy 231/431 N, Madisonville, AL 35758-1268
Point of Beginning: Found 5/8" Capped Rebar (Yellow) marking the SE corner of Lot 4, Huntsville North Village, Plat Book 2025, Pages 280-281. (See Plat Note No. 3 regarding section line.)
N: 1574241.81
E: 434480.41
Found 5/8" Capped Rebar (Corner)
Found 5/8" Rebar
Found 5/8" Capped Rebar (CA# 3003)
Found 3/8" Capped Rebar (Corner)
Found 1/2" Rebar
Found 1/2" Capped Rebar (CA# 3003)
Found 1/2" Capped Rebar (Corner)
Found 1/2" Capped Rebar (Corner)
Found 5/8" Capped Rebar (Corner)
Found 5/8" Capped Rebar (Corner)
Found 5/8

STATE OF ALABAMA)
MADISON COUNTY)

Surveyor & Owner(s) and/or Lien Holder(s) Certificate:

I, 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 Huntsville North Village Phase 1-A, all lying within Madison 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 the government survey and to the survey of Huntsville North Village as recorded in the Probate Office of Madison County, Plat Book 2025, Pages 280-281 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.

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, Owner(s), and/or Lien Holder(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:

By: _____
Benjamin T. Proctor, AL PLS #26424

Owner(s):

City of Huntsville, Alabama,
an Alabama municipal corporation

By: _____
Tommy Battle
As Its: Mayor

Attest:

By: _____
Shaundrika Edwards
As Its: City Clerk

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said County and State, hereby certify that Benjamin T. Proctor, whose name is signed to the foregoing ***Surveyor & Owner(s) and/or Lien Holder(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 executed the same voluntarily as of the day the same bears date.

GIVEN under my hand and official seal
on this the 5th day of January, 20 26th.

_____
Notary Public
State of Alabama
County of Madison [SEAL]

My Commission Expires: May 26th, 2026

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County and State, hereby certify, that Tommy Battle, whose name as Mayor of the City of Huntsville, Alabama, an Alabama municipal corporation, is signed to the foregoing ***Surveyor & Owner(s) and/or Lien Holder(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, as such Mayor and with full authority, executed the same voluntarily for and as the act of the City of Huntsville, Alabama, an Alabama municipal corporation, 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 [SEAL]

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said County and State, hereby certify that Shaundrika Edwards, whose name as City Clerk of the City of Huntsville, Alabama, an Alabama municipal corporation, is signed to the foregoing ***Surveyor & Owner(s) and/or Lien Holder(s) Certificate***, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing ***certificate***, she, as such City Clerk and with full authority, executed the same voluntarily for and as the act of the City of Huntsville, Alabama, an Alabama municipal corporation, 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 [SEAL]

My Commission Expires: _____

Planning Commission Certificate of Approval

The within plat of "Huntsville North Village Phase 1-A", in Madison County, Alabama, is hereby approved by the Planning Commission for the City of Huntsville, Alabama for the recording of the same in the Probate Office of Madison County, Alabama

this the ___ day of _____, 2026.

This recording must be accompanied 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: _____

Certificate for Recording

STATE OF ALABAMA)
COUNTY OF MADISON)

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

this the _____ day of _____, 2026

at _____ o'clock and duly recorded as:

Plat Book _____ Page _____

_____
Judge of Probate

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 the same in the Probate Office of Madison County, Alabama

this the 08th day of January, 2026.

Deborah Goss /Engineering
Huntsville Utilities Representative

Huntsville Utilities will provide Water, Gas and Electric Service according to its standard Service Rules and Regulations. Main Extension Policies and Area by Distribution Policies.
Main extensions required at owner's/developer expense (see sheet 2 of 2).

The cost to relocate any Huntsville Utilities facilities required due to the project must be paid by the Developer or Property Owner.

Huntsville Utilities Water Department Additional Requirements:
High-level flow required: _____
Fittings flow required: _____
Regulators required: South Side Feeder
Impact flows required: 500 gpm/psi
Additional Fire Protection Required: NFF

Metes and Bounds Description of Land Platted

STATE OF ALABAMA
COUNTY OF MADISON

A parcel of land situated in the Northeast Quarter of Section 36, Township 2 South, Range 1 West, of the Huntsville Meridian, Madison County, Alabama. [bearings and distances referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)] and being more particularly described as follows:

Beginning at a found 5/8" capped rebar (Garver) on the west right-of-way of U.S. Highway 231/431 which lies South 68 degrees 52 minutes 41 seconds West, 43.16 feet; South 00 degrees 36 minutes 01 second West, 789.14 feet; South 00 degrees 44 minutes 23 seconds West, 871.71 feet; and North 88 degrees 42 minutes 45 seconds West, 93.35 feet from the northeast corner of said Section 36; said Point of Beginning being further described as marking the southeast corner of Lot A of Huntsville North Village, as recorded in Plat Book 2025, Pages 280-281 in the Office of the Judge of Probate, Madison County, Alabama; thence, from the Point of Beginning, run South 00 degrees 57 minutes 30 seconds West, 27.04 feet along the west right-of-way of said U.S. Highway 231/431 to a 5/8-inch capped rebar (SCHOEL CAM003); thence leaving the west right-of-way of said U.S. Highway 231/431, run South 85 degrees 57 minutes 38 seconds West, 681.97 feet to a 5/8-inch capped rebar (SCHOEL CAM003); thence run South 01 degree 30 minutes 59 seconds West, 181.35 feet to a 5/8-inch capped rebar (SCHOEL CAM003); thence run South 85 degrees 57 minutes 38 seconds West, 1440.73 feet to a 5/8-inch capped rebar (SCHOEL CAM003); thence run North 01 degree 49 minute 46 seconds East, 405.47 feet to a found 5/8" capped rebar (Garver) marking the southwest corner of Lot 6 of the final plat of said Huntsville North Village; thence run North 00 degrees 59 minutes 17 seconds East 490.34 feet to a found 5/8" capped rebar (GW Jones); thence run North 01 degrees 32 minutes 08 seconds East 177.81 feet to a found 5/8" rebar; thence run North 02 degrees 50 minutes 33 seconds West 219.29 feet to a found 5/8" capped rebar (Garver) on the south right-of-way of Alabama State Route 255 (Right-of-way width varies); thence run 673.40 feet along the south right-of-way of said Alabama State Route 255 and a curve to the left having a radius of 2700.00 feet, a delta angle of 14 degrees 17 minutes 23 seconds, and a chord bearing and distance of South 82 degrees 04 minutes 15 seconds East 671.65 feet to a found 5/8" capped rebar (Garver); thence run South 89 degrees 12 minutes 11 seconds East 553.34 feet along the south right-of-way of said Alabama State Route 255 to a 5/8-inch capped rebar (SCHOEL CAM003); thence, leaving the south right-of-way of said Alabama State Route 255, run South 00 degrees 47 minutes 49 seconds West, 222.76 feet to a 5/8-inch capped rebar (SCHOEL CAM003); thence run South 89 degrees 12 minutes 11 seconds East, 240.46 feet to a 5/8-inch capped rebar (SCHOEL CAM003); thence run North 00 degrees 47 minutes 49 seconds East, 222.76 feet to a 5/8-inch capped rebar (SCHOEL CAM003) lying on the south right of way of said Alabama State Route 255; thence run South 89 degrees 12 minutes 11 seconds East, 40.00 feet along the south right of way of said Alabama State Route 255 to a 5/8-inch capped rebar (SCHOEL CAM003); thence, leaving the south right-of-way of said Alabama State Route 255, run South 00 degrees 47 minutes 49 seconds West, 222.76 feet to a 5/8-inch capped rebar (SCHOEL CAM003); thence run South 89 degrees 12 minutes 11 seconds East, 279.63 feet to a 5/8-inch capped rebar (SCHOEL CAM003); thence run South 00 degrees 47 minutes 49 seconds West, 20.17 feet to a 5/8-inch capped rebar (SCHOEL CAM003); thence run South 89 degrees 12 minutes 11 seconds East, 341.54 feet to a 5/8-inch capped rebar (SCHOEL CAM003) marking the northeast corner of Lot 4 of said Huntsville North Village; said point being further described as lying on the west right-of-way of said U.S. Highway 231/431; thence run South 00 degrees 57 minutes 07 seconds West, 33.98 feet along the west right-of-way of said U.S. Highway 231/431 to a found 5/8" capped rebar (Garver); thence run South 00 degrees 57 minutes 07 seconds West 544.62 feet along the west right-of-way of said U.S. Highway 231/431 back to the Point of Beginning.

Said parcel contains 47.268 acres (2,058,973 square feet) more or less.

SCHOEL ENGINEERING
BIRMINGHAM | HUNTSVILLE | TUSCALOOSA

Huntsville North Village Phase 1-A

Being situated in the Northeast Quarter of Section 36, Township 2 South, Range 1 West of the Huntsville Meridian

REVISIONS:

Final Plat

Date: 12.30.2025
Drawn By: H. Cubeas
Checked By: B. Proctor
Field Book: 1192 & 1194
Field Crew: A. Pinegar
Field Date: 08.24.2023
Project No: 25284

2 of 2

1189

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-157

Department: Planning

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

Resolution authorizing the Mayor to enter into Memorandum of Understanding between the City of Huntsville, the City of Madison, Madison County, and Huntsville Utilities for the equally shared cost associated with the acquisition and sharing of digital orthophotography of Madison County, and surrounding jurisdictions and service area.

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:

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:** 2/12/2026 **File ID:** TMP-6559

Department: Planning

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

Resolution authorizing the Mayor to enter into Memorandum of Understanding between the City of Huntsville, the City of Madison, Madison County, and Huntsville Utilities for the equally shared cost associated with the acquisition and sharing of digital orthophotography of Madison County, and surrounding jurisdictions and service area.

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:

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 the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Memorandum of Understanding between the City of Huntsville, Huntsville Utilities, Madison County, and the City of Madison, in which they shall share equally in all costs associated with the acquisition and sharing of digital orthophotography of Madison County and surrounding jurisdictions, 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 City of Huntsville d/b/a Huntsville Utilities, The City of Huntsville, Madison County, Alabama, and The City of Madison," consisting of five (5) pages and the date of February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

Mayor of the City of-Huntsville,
Alabama

Huntsville Utilities
ELECTRICITY • NATURAL GAS • WATER

Memorandum of Understanding (MOU)

Between

- The City of Huntsville d/b/a Huntsville Utilities ("Huntsville Utilities"),
- The City of Huntsville ("City of Huntsville")
- Madison County, Alabama (" Madison County"), Cliff Mann, in his official capacity as Tax Assessor of Madison County, Alabama ("Tax Assessor")
- The City of Madison ("City of Madison")

Purpose

The parties acknowledge and agree that the orthophotography files used by each party hereto have similar attributes and cover Madison County, Alabama, and surrounding areas. The parties also recognize that, by sharing costs, they seek to avoid duplication of effort and costs. It is the intent of the parties that the County, City of Huntsville, Huntsville Utilities, and City of Madison shall share equally in all costs associated with the acquisition and sharing of digital orthophotography of Madison County and surrounding jurisdictions and service areas. The parties acknowledge that the Tax Assessor of Madison County will bear only the costs of imagery acquired in Madison County, Alabama.

Scope

Acquisition and sharing of aerial imagery, satellite imagery, and basemap products. Use of shared imagery and Planimetric maps for analysis, visualization, planning, and operational activities. Responsibilities of each Party in contributing to, maintaining, or using shared resources.

Roles and Responsibilities

All Parties:

Mutually agree upon the acquisition area by participating in the planning of the project.

Participate in reviewing pilot data for color and data accuracy.

Report any data issues or discrepancies to the group.

Huntsville Utilities:

Coordinate the acquisition and sharing of digital orthophotography.

Coordinate all work received to facilitate contract approval and ensure that the contract is fully executed prior to the start of the acquisition.

Coordinate with other Parties on updates or changes.

Place and remove ground control.

Invoice other parties for their portion of the project.

City of Huntsville:

Provide GPS data of ground Control as needed.

Update the Planimetric maps of Buildings/Structures and Edge of Pavement of the City of Huntsville portions of the acquisition area.

Combine all Planimetric maps into a single GDB/Shapefile for distribution to all parties.

Madison County (Tax Assessor):

Update the Planimetric maps of Buildings/Structures and Edge of Pavement of the Madison County portions of the acquisition area.

City of Madison:

Approve data provided in a timely manner.

Terms

Unless otherwise terminated pursuant to the terms hereof, this MOU shall have a term of two years (the "Initial Term"), commencing on the Effective Date. The Initial Term shall be automatically renewable for subsequent two-year terms unless any party notifies all of the other parties of its intent not to renew this MOU within 90 days before the end of the then current two-year term. The Initial Term provides sufficient time for the complete acquisition of the orthophotography.

Additional Parties Terms

The parties hereto agree that if other governmental entities desire to share in the costs of acquiring the orthophotography, in order to obtain copies of such updated photos, or portions of such, the parties hereto will mutually agree, by email, upon the amounts charged to these entities, and any reduction in the total costs incurred in completing the project each Term will be shared equally by all parties during such Term.

Funding

Madison County, City of Huntsville, City of Madison and Huntsville Utilities agree to jointly and equally fund a two-year project of aerial photography of the County and selected areas outside of Madison County during the Initial Term. Said two-year term may be extended as described above in "Terms."

Expenses. The parties agree to share equally the following expenses during the Term of this MOU: Expenses related to the engagement of a third party by Huntsville Utilities to acquire aerial photography, to scan and triangulate the aerial photographs, deliver digital orthophotography of selected areas and to establish and maintain ground control, all in connection with the Project.

Each participants' estimated share of the expenses identified above will be calculated yearly, on a project-by-project basis and presented in May of each year for Budgetary purposes.

Each party is responsible for confirming the accuracy of any Deliverables consistent with such party's use of such Deliverables. Huntsville Utilities represents and warrants that all Deliverables will meet or exceed the State of Alabama Property Tax Division specifications for such Deliverables: provided however, the parties hereto acknowledge and agree that Huntsville Utilities shall not be liable for any damage, costs, expenses or otherwise arising out of the use of or reliance on the Deliverables by the Madison County Tax Assessor, the City of Huntsville,, City of Madison, or any other third party. Any provision to the contrary notwithstanding, HU does not agree to indemnify or hold any person or party harmless from any claim or damages. HU does not assume liability for any person or party.

Huntsville Utilities will invoice Madison County, City of Huntsville, City of Madison and Huntsville Utilities for 25% of the total expenses incurred for the Project, relative to Madison County, on a yearly basis, and payment terms will be net 30 days. The shared expense for areas outside of Madison County properly will be reviewed and agreed to by each party for each Project.

Participation in the project(s) contemplated by this MOU during the Initial or any subsequent term and any individual time period or project therein is expressly contingent upon presentation of a separate request for funding approved by the governing body of the participating governmental entities.

General Provisions. This MOU shall be governed by Alabama law and shall be binding on each such parties' successors and assigns. Notwithstanding the foregoing, this MOU is not assignable, by operation of law or otherwise, by any party without the prior written consent of all other parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

MADISON COUNTY, ALABAMA

Madison County Commission *Mac McCutcheon, Chairman*

MADISON COUNTY TAX ASSESSOR

Cliff Mann
Tax Assessor

CITY OF HUNTSVILLE

Tommy Battle *Mayor*

CITY OF MADISON

Ranae Bartlett
Ranae Bartlett (Feb 2, 2026 08:28:01 CST)
Ranae Bartlett
Mayor

HUNTSVILLE UTILITIES

Wes Kelley
CEO and PRESIDENT

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-158

Department: Police

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

Resolution authorizing the Mayor to enter into a Services Agreement between the City of Huntsville and NeoGov.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515250-00000000

City Cost Amount: $ 20,995.73

Total Cost: $ 20,995.73

Special Circumstances:

Grant Funded: $ 0.00

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:
Contract with NeoGov for the Power Policy software program.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6539

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Services Agreement between the City of Huntsville and NeoGov.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515250-00000000

City Cost Amount: $ 20,995.73

Total Cost: $ 20,995.73

Special Circumstances:

Grant Funded: $ 0.00

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:

Contract with NeoGov for the Power Policy software program.

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 Services Agreement by and between the City of Huntsville and NeoGov, 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 "Services Agreement Between The City of Huntsville and NeoGov, consisting of fifteen (15) pages, and the date of February 12, 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 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of
Huntsville, Alabama

Docusign Envelope ID: 646377DE-DEBF-4AAE-A777-7A6BE6236B5C

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PowerDMS Digital Management Software A NEOGOV Company

SERVICES AGREEMENT

V091024

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions may be renewed no less than sixty (60) days prior to the expiration of the then-current term by mutual written agreement between the parties for successive twelve (12) months terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term"). The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

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

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3. Customer Responsibilities.
   a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.

   b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.

      i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.

      ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

   a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

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b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

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c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

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c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

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a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, (d) is information that is required by law to be disclosed, or (e) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Intentionally Omitted.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, if Customer is the requesting party.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

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19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers, subject to any trademark usage requirements specified by Customer.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.

23. General.

a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Alabama, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Huntsville, Madison County, Alabama.

b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

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f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

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Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

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Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

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in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records

Account Number: A-2294
Customer: Huntsville Department of Public Safety (AL)
Effective Employee Count: 625
Sales Rep: Wendy Salsbury

Order Details

Order #: Q-424235
Valid Until: 2/22/2026

Customer Contact

Billing Contact: Huntsville Department of Public Safety (AL)
Stephanie Stegall-Elliot
Billing Address: ITS Department
101 Church Street Suite 201
Huntsville, AL 35801
Billing Contact Email: stephanie.stegall-elliott@huntsvilleal.gov
Billing Phone: 256-427-6759

Shipping Contact : Huntsville Department of Public Safety (AL)
Stephanie Stegall-Elliot
Shipping Address: P.O. Box 2085
Huntsville, AL 35804
Shipping Contact Email: stephanie.stegall-elliott@huntsvilleal.gov
Shipping Phone: 256-427-6759

Payment Terms

Payment Term: Net 60
PO Number:

Notes:

Subscription Service

March 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	3/24/2026	3/23/2027	1,199	User Count Based	$20,995.73
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
Legacy Training Included	Recurring	3/24/2026	3/23/2027	1,199	User Count Based	$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.						
					March 2026 TOTAL:	$20,995.73

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth in the attached NEOGOV Services Agreement dated as of the last signature date below. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

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PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Huntsville Department of Public Safety (AL)

Signature: _____

Printed Name: _____

Title: _____

Date _____

Accepted and Agreed By Authorized Representative of:
NEOGOV

Signature: DocuSigned by: Amy Prins 2085ADAA8C9B458...

Printed Name: Amy Prins

Title: Director of Customer Renewals

Date 1/28/2026 | 4:44:16 PM PST

NEOGOV LEGAL AC 2:24 pm, Jan 28 2026

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-159

Department: Police

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

Resolution authorizing the Mayor to enter into a Services Agreement between the City of Huntsville and NeoGov.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515250-00000000

City Cost Amount: $ 20,597.50

Total Cost: $ 20,597.50

Special Circumstances:

Grant Funded: $ 0.00

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:
Contract with NeoGov for the Power Ready software program.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6540

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Services Agreement between the City of Huntsville and NeoGov.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515250-00000000

City Cost Amount: $ 20,597.50

Total Cost: $ 20,597.50

Special Circumstances:

Grant Funded: $ 0.00

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:

Contract with NeoGov for the Power Ready software program.

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 Services Agreement by and between the City of Huntsville and NeoGov, 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 "Services Agreement Between The City of Huntsville and NeoGov, consisting of fifteen (15) pages, and the date of February 12, 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 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of
Huntsville, Alabama

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SERVICES AGREEMENT

V091024

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions may be renewed no less than sixty (60) days prior to the expiration of the then-current term by mutual written agreement between the parties for successive twelve (12) months terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term"). The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

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

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3. Customer Responsibilities.
   a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.

   b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.

      i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.

      ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

   a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

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b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

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c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

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c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

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a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, (d) is information that is required by law to be disclosed, or (e) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Intentionally Omitted.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, if Customer is the requesting party.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

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19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers, subject to any trademark usage requirements specified by Customer.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.

23. General.

a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Alabama, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Huntsville, Madison County, Alabama.

b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

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f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

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Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Docusign Envelope ID: 646377DE-DEBF-4AAE-A777-7A6BE6236B5C

NEOGOV™

PowerDMS
Digital Management Software
A NEOGOV Company

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Docusign Envelope ID: 646377DE-DEBF-4AAE-A777-7A6BE6236B5C

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records

Account Number: A-2294
Customer: Huntsville Department of Public Safety (AL)
Effective Employee Count: 625
Sales Rep: Salesforce Administrator

Order Details

Order #: Q-408131
Valid Until: 1/1/2026

Customer Contact

Billing Contact: Huntsville Department of Public Safety (AL)
Stephanie Stegall-Elliot
Billing Address: ITS Department
101 Church Street Suite 201
Huntsville, AL 35801
Billing Contact Email: stephanie.stegall-elliott@huntsvilleal.gov
Billing Phone: 256-427-6759

Shipping Contact : Huntsville Department of Public Safety (AL)
Stephanie Stegall-Elliot
Shipping Address: P.O. Box 2085
Huntsville, AL 35804
Shipping Contact Email: stephanie.stegall-elliott@huntsvilleal.gov
Shipping Phone: 256-427-6759

Payment Terms

Payment Term: Net 60
PO Number:
Notes:

Subscription Service

January 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerReady Subscription	Recurring	1/1/2026	12/31/2026	625	Employee Based	$20,597.50
The PowerReady Annual subscription provides an agency-wide license for unlimited number of programs and includes; Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.						
					January 2026 TOTAL:	$20,597.50

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth in the attached NEOGOV Services Agreement dated as of the last signature date below. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Huntsville Department of Public Safety (AL)

Signature: _____

Printed Name: Tommy Battle

Title: Mayor

Date _____

Accepted and Agreed By Authorized Representative of:
NEOGOV

Signature: DocuSigned by: Amy Prins 2085ADAA8C9D453...

Printed Name: Amy Prins

Title: Director of Customer Renewals

Date 1/28/2026 | 4:44:16 PM PST

NEOGOV LEGAL AC 2:22 pm, Jan 28 2026

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-160

Department: Urban Development

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

Resolution authorizing the Mayor to enter into an Independent Audit Agreement between the City of Huntsville and Sound Diplomacy, Inc., for music ecosystem analysis and economic impact assessment services.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530000-BUDGET01

City Cost Amount: $25,000.00

Total Cost: $25,000.00

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

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6487

Department: Urban Development

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

Resolution authorizing the Mayor to enter into an Independent Audit Agreement between the City of Huntsville and Sound Diplomacy.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530000-BUDGET01

City Cost Amount: $25,000.00

Total Cost: $25,000.00

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 - _____

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 Audit Agreement by and between the City of Huntsville and Sound Diplomacy, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Quote number 1114 between the City of Huntsville and Sound Diplomacy Inc.," for auditing services in the amount of Twenty-Five Thousand Dollars ($25,000), consisting of one (1) page, and the date of February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of
Huntsville, Alabama

Sound Diplomacy Inc
c/o EAG Gulf Coast LLC, One Galleria Blvd,
Suite 2100
Metairie, LA 70001
info@sounddiplomacy.com

QUOTE

ADDRESS
City of Huntsville Alabama
Huntsville City Hall
308 Fountain Circle
Hunstville
Alabama 3580
USA

QUOTE # 1114
DATE 01/08/2026

DESCRIPTION	RATE
City of Huntsville Music Ecosystem Analysis and Economic Impact Package Reporting & Deliverables: - Database and interactive Carto map of Huntsville's music ecosystem. - High-level analysis of music ecosystem and a concise review identifying changes, growth and new assets since 2018. - Case Study data of South Star Festival, The Orion, and the VBC integrated into analysis and narrative. - Economic impact assessment with direct, indirect, and induced impacts. Timeline: 12 Weeks	25,000.00

TOTAL **USD 25,000.00**

Accepted By

Accepted Date

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-161

Department: Urban Development

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

Resolution authorizing the Mayor to enter into an Option to Purchase Real Estate Agreement among the City of Huntsville, Grassy Pond LP and Huntsville Center Inc.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: $25,793,500.00

Total Cost: $25,793,500.00

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

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6535

Department: Urban Development

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

Resolution authorizing the Mayor to enter into an Option to Purchase Real Estate Agreement among the City of Huntsville, Grassy Pond LP and Huntsville Center Inc.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: $25,793,500.00

Total Cost: $25,793,500.00

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 Option to Purchase Real Estate, by and between the City of Huntsville, an Alabama municipal corporation, as Purchaser, and Grassy Pond LP, a Delaware limited partnership, and Huntsville Center Inc., an Alabama corporation, collectively as Seller, which said agreement is substantially in words and figures as shown in that certain document attached hereto and identified as "Option to Purchase Real Estate between the City of Huntsville and Grassy Pond LP and Huntsville Center Inc.," consisting of twelve (12) pages including exhibits, and the effective date of February 12, 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 exercise the Option to Purchase Real Estate, on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, including the authority to assign said document and/or the authority to execute all such documents, amendments or instruments relevant and/or relating to effect and complete the real estate transaction contemplated therein.

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville, Alabama

OPTION TO PURCHASE REAL ESTATE

This OPTION TO PURCHASE REAL ESTATE (this "Agreement") is made and entered into as of the ____ day of _____, 2026, by and between **The City of Huntsville, Alabama**, a municipal corporation in the State of Alabama (the "City") or its assigns (hereinafter referred to as ("Purchaser"), and **Grassy Pond LP**, a Delaware limited partnership and **Huntsville Center Inc.** an Alabama corporation (hereinafter referred to as "Owner" or "Seller").

WHEREAS, Seller is the owner of certain real estate located in Madison County, Alabama, consisting of approximately 515.87 acres, more or less, and being more particularly described and/or depicted on Exhibit "A" attached hereto and as further described in that preliminary survey attached as Exhibit "B", together with all improvements thereon and all appurtenances, easements, rights of way, water and water rights (including but not limited to wells, canals, and reservoirs), pumps, pipes, flumes and ditches and ditch rights, water stock, ditch and/or reservoir stock or interests, royalties, development rights and credits, air rights, minerals of every kind, mineral rights, oil rights, and gas rights, and any fixtures or evidence related thereto, whether now or later used or useful in connection with, appurtenant to or related thereto, whether appropriated or unappropriated, tributary or non-tributary, and decreed or undecreed (the "Property"); and

WHEREAS, the Purchaser desires to obtain from Owner an exclusive option to purchase the Property.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Option. For and in consideration of the sewer as set out in Section 38 and Twenty Five Thousand Dollars ($25,000.00) per year as set out below , and other good and valuable consideration in hand paid to the Owner ("Option Money"), the receipt and sufficiency of which are hereby acknowledged by the Owner, the Owner hereby grants to Purchaser an exclusive right and option (the "Option") to purchase the Property at the purchase price and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price for the Property shall be $25,793,500.00 TWENTY FIVE MILLION SEVEN HUNDRED NINETY THREE THOUSAND FIVE HUNDRED AND 00/100 (the "Purchase Price"). Provided, the Purchase Price shall be increased by 5% if closing takes place in the First Extension Term (as defined herein) and Purchase Price shall be increased by an additional 5% if the closing takes place in the Second Extension Term (as defined herein) The Purchase Price shall be paid to Owner in cash upon the delivery of the Deed (as defined herein) to the Property to Purchaser and/or its assignee (either hereinafter being referred to as the "Purchaser") and satisfaction of all other closing conditions set forth in this Agreement.

3. Option Term; Extension. The term of the Option herein granted is for an initial period of twelve (12) months commencing on the date of this Agreement is duly executed by all parties and expiring at midnight twelve (12) months thereafter (the "Initial Term"). Provided, Purchaser may extend the term of the Option for an additional twelve (12) months (the "First

Extension Term"), by providing written notice to Owner and payment of Twenty Five Thousand and 00/100 Dollars ($25,000.00) prior to the expiration of the Initial Term ("First Extension Fee"). Provided, Purchaser may extend the term of the Option for an additional twelve (12) months (the "Second Extension Term"), by providing written notice to Owner and payment of Twenty Five Thousand and 00/100 Dollars ($25,000.00) prior to the expiration of the First Extension Term ("Second Extension Fee"). If the Option is not exercised or extended in writing prior to the expiration of the Initial Term or First Extension Term or the Second Extension Term, this Option shall automatically and without notice expire and any Option Money and Extension Fee paid shall be retained by Owner, and except as set out in Section 38 neither party shall have any further liability hereunder. If the Option is exercised, the Option Money and Extension Fee shall be retained by the Seller and shall not be applied to the Purchase Price.

4. Exercise of Option. Notice of election by Purchaser to exercise the Option shall be delivered to Owner in accordance with those Notice provisions set forth in Section 27 below.

5. No Obligation to Purchase. Nothing in this Agreement is intended or shall operate to require Purchaser to purchase the Property.

6. Termination. At any time prior to the execution of this Agreement, should Purchaser determine that the Property is not feasible for the intended development project, then Purchaser shall promptly provide notice to owner to terminate this Agreement. Provided However, if this Option has not been exercised or terminated prior to December 31, 2028 then it shall be automatically terminated and except as set out in section 38 neither party shall have any further liability hereunder.

7. Deed. It is understood and agreed that the title herein required to be furnished at closing is fee simple good and marketable title of record, free and clear of all liens, encumbrances, and parties in possession as lessees, licensees, tenants at sufferance, or trespassers, except (i) ad valorem taxes for the current year not yet due and payable, and (ii) matters shown on the Title Commitment (defined herein) or Survey (defined herein), which are approved in writing by Purchaser (the "Permitted Exceptions"). The Property shall be conveyed by statutory warranty deed, free and clear of any and all liens and encumbrances, except for the Permitted Exceptions (the "Deed").

8. Preliminary Title Commitment Survey. Purchaser, at its expense, may obtain (i) a commitment to issue an ALTA owner's policy of title insurance (the "Title Commitment") covering the Property showing any existing encumbrances affecting the Property and in whom fee simple title is currently vested, and (ii) and an ALTA survey of the Property prepared by a registered public land surveyor licensed by the State of Alabama, containing a metes and bounds description of the Property (the "Survey").

9. Closing. The Deed shall be delivered and the sale of the Property shall be closed ("Closing") at the law offices of Lanier, Ford, Shaver & Payne, P. C. ("Closing Agent"), located at 2101 W. Clinton Ave., Suite 102 Huntsville, Alabama 35805, on or within thirty (30) days after the exercise of the Option or at such other date and time as is mutually agreed upon by the parties (the "Closing Date"), provided that if any encumbrances or liens which have not been approved

by Purchaser remain in effect or unsatisfied, or title is otherwise not acceptable to Purchaser at that time, the sale shall be closed within thirty (30) days after title is made acceptable to Purchaser. The parties may deliver all closing documents and deposit all closing funds with Closing Agent on or prior to the Closing Date, such that neither party shall be required to be physically present at Closing.

10. Taxes. Ad valorem taxes on the Property shall be prorated as of the date of the delivery of the Deed such that Owner will be responsible for any taxes due on the Property up to the Closing Date and Purchaser will be responsible for the taxes on the Property after the Closing Date.

11. Condition of Property. Purchaser is responsible for its own inspection and examination of the Property and any improvements thereon. Notwithstanding the foregoing, Owner agrees that nothing will be done to the Property which would reduce the value of the Property, or cause Purchaser to incur additional costs of developing the Property. Should Purchaser exercise its option, Owner agrees to convey the Property to Purchaser in substantially the same condition as on the date hereof.

12. Closing Costs. The cost of Deed preparation, deed tax, recording fees, and all closing costs, except for Owner's attorney's fees, shall be paid by Purchaser at Closing.

13. Title Insurance. Any title insurance premium shall be paid by Purchaser.

14. Owner's Default: In the event Owner fails to perform any provision of this Agreement, Purchaser may reaffirm this Agreement and proceed against Owner for specific performance thereof.

15. Purchaser's Default: In the event Purchaser fails to purchase the Property after exercising the Option, Owner's remedy shall be payment by Purchaser of Ten Thousand and 00/100 Dollars ($10,000.00) in liquidated damages in addition to the Option Money. The parties acknowledge that Owner's damages in the event Purchaser does not close are difficult to ascertain, but that $10,000.00 is deemed to be a reasonable estimate of such damages and does not constitute a penalty.

16. Assignment. Purchaser shall have the right to assign this Option or any of its rights and responsibilities hereunder at any time without the consent of Owner; and from and after the date of such assignment, the term Purchaser, as used herein shall, mean and include such assignee. Purchaser shall notify Owner in writing of any assignment and shall provide the name of the assignee as well as contact information for the assignee.

17. Right of Entry. Upon execution of this Agreement, Purchaser and its agents are hereby granted the right to enter onto, over, through, across and from the Property from time to time for the purpose of making any general inspections, explorations, tests and surveys as the Purchaser may desire, or for the purpose of engaging in any other general property evaluation and assessment activities which Purchaser deems appropriate, including, without limitation, surveys, soil borings, soil tests, subsurface drillings, subsurface condition evaluations, and environmental

inspections or testing (collectively, referred to as the "Reports"). All such investigations, testing and evaluations shall be undertaken only after Purchaser has provided reasonable notice of such to Owner and shall be performed by Purchaser or its agents at Purchaser's sole cost and expense. In the event Purchaser does not elect to exercise the Option, Purchaser, at its cost, shall restore the Property to substantially the same condition as existed prior to such testing. Additionally, Purchaser shall be responsible for obtaining any necessary licenses, permits, or governmental approvals required by its inspections, if any, and all costs associated therewith. In the event that this Agreement is terminated, copies of all Reports, as referred to herein, shall be transferred to Owner.

18. Authority. Owner represents and warrants, to and for the benefit of Purchaser, that Owner has the authority to convey the Property in accordance with the terms of this Agreement and the individual(s) signing this Agreement and all documents executed or to be executed by Owner are and shall be duly authorized to sign on behalf of Owner.

19. Further Encumbrances. During the term of this Option, Owner shall not (a) sell, lease, transfer or encumber in any manner any portion of the Property, (b) grant or extend the term of any farm leases, crop agreements, residential leases, or hunting licenses that are not either terminable by Owner prior to Closing without cost or as set forth in Section 20 and Section 21 below; (c) construct, remove or substantially modify any improvements existing on the Property subject to Section 35; or (d) cut or remove or sell the right to cut, remove or divert any timber, mineral deposits, soil, dirt, water or any other natural resources from or on the Property. During the term of this Option, Owner shall maintain the Property and all improvements on the Property in substantially the same condition that existed on the date of this Agreement.

20. Termination of Farming Operations. If Purchaser exercises its Option to purchase under this Agreement, then Owner agrees to terminate any farm lease or crop agreement involving the Property immediately. If Purchaser exercises the option to purchase, Owner shall ensure that any such farmer removes all equipment and personal property from the Property and surrenders possession of the Property to the Purchaser on or before the Closing Date. Owner shall include a provision in any farm lease pertaining to the Property giving Owner the right to so terminate the farm lease and requiring the farmer to vacate the Property prior to the Closing Date in accordance with the provisions of this Agreement. The Property is currently subject to an oral farm lease between Owner and Mike Neal (the "Farm Lease"). Upon receipt of Purchaser's Option notice, Seller shall terminate the Farm Lease and shall cooperate with the Closing agent to obtain and provide a formal, written termination of the Farm Lease at Closing.

21. Residential Leases. Seller discloses that the Property is currently encumbered by multiple oral residential leases (the "Residential Leases"). Promptly upon receipt of Purchaser's notice of election to exercise the Option, Seller shall terminate the Residential Leases and agrees to cooperate with Closing Agent to obtain and provide formal, written lease terminations for each of the Residential Leases on or prior to Closing.

22. Broker's Fees. Each party represents that there are no brokers' fees or real estate commissions due on account of this Agreement or the transactions contemplated hereby. Each party agrees to indemnify, defend and hold the other harmless from any claims of real estate agents or brokers claiming through the party.

23. Attorney's Fees. In the event either party initiates any lawsuit, litigation, or legal action regarding the terms of this Agreement or the Property, the prevailing party shall be entitled to collect reasonable attorney's fees and court costs.

24. Governing Law. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama, without regard to Alabama's conflict of laws provision.

25. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions provided for herein, and the parties hereto agree that no other representations have been relied on by either party.

26. Successors and Assigns. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of Owner, and inure to benefit of the successors and assigns of Purchaser.

27. Notice. All notices shall be in writing and may be provided by any of the following methods: (i) hand delivery, (ii) certified United States Mail or other nationally recognized overnight delivery service (such as, UPS or FedEx), or (iii) electronic mail. Such Notices shall be deemed received, if delivered: (i) by hand, on the date of delivery, (ii) by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) by electronic mail, on the date the transmission is sent. Purchaser or Owner may change its notice address and related information by providing to the other ten (10) days' prior written notice of such new address and information. All notices shall be provided to the following:

To Owner: Grassy Pond, LP and Huntsville Center Inc.
Attn: John Hays or Jeff Enfinger
8624 South Memorial Parkway
Huntsville, Alabama 35802
Ph: 256-883-9860 256-682-7070 256-651-8301
Email: john@haysland.net
annie@haysland.net
jeff@enfingercompanies.com

With a copy to:

To City of Huntsville
Attention: Mayor
305 Fountain Circle
Huntsville, Alabama
35804Fax: (256)427-5121

With a copy to the attention of:

City of Huntsville
Attention: City Attorney
305 Fountain Circle
Huntsville, Alabama 35804
Fax: (256) 427-5121

With a copy to: Lanier Ford Shaver & Payne P.C.
Attn: Sam Givhan & Katie Beasley
2101 W. Clinton Ave., Suite 102
Huntsville, Alabama 35805
Phone: 256-535-1100
Email: shg@lanierford.com
kab@lanierford.com

28. Survival. Any terms and covenants contained in this Agreement which require the performance of either party after the Closing or termination shall survive the Closing and delivery of the Deed or termination.

29. Email or Facsimile Signatures. The parties agree that this document may be executed and the signatures transmitted to the other parties by facsimile, email or similar electronic transmission. Upon transmission and receipt by another party, such signature shall be effective as an original. Notwithstanding the preceding sentence, the parties agree that they will transmit original signature pages to the other parties and Closing Agent promptly after execution.

30. Execution by Counterpart Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. Recording. Purchaser may, at Purchaser's option, record this Agreement or a memorandum thereof in the Probate Office of Madison County, Alabama in order to protect Purchaser's rights herein. Upon Purchaser's request, Owner agrees to execute a recordable memorandum of this Agreement within five (5) days of such request.

32. Personal Property. Any personal property left on the Property after Closing, except for Removal of the Residence set forth in Section 35 below, shall be considered abandoned by Owner, and Purchaser may, at Purchaser's option, remove or dispose of such personal property without being liable to Owner therefor.

33. Counsel Acknowledgment. The parties all acknowledge that Purchaser's counsel, SAMUEL H. GIVHAN, and the law firm of Lanier Ford Shaver & Payne P.C. (collectively "Counsel") prepared this Agreement on behalf of and in the course of his representation of Purchaser and, for the purposes of this transaction; Counsel represents Purchaser's interest and no other interests. The parties acknowledge that Counsel, including Samuel. H. Givhan, has and does represent Seller and/or its affiliates in unrelated real estate and general legal matters. The parties agree to waive all such conflicts of interest and agree that conflicts of interest due to Counsel's unrelated representation of Seller are hereby waived.

34. Annexation and ROW Vacation. Seller agrees to execute and submit a petition and/or application or other documents necessary for the vacation of a portion of Hayes Drive and a portion of Salty Bottom Road. Seller agrees to fully cooperate with Purchaser, or its assigns, in

its vacation efforts and further agrees to provide any documentation reasonably requested by the City of Huntsville and/or its Planning Department during the right-of-way vacation process. In the event the Option is not exercised or the Property is not purchase, Purchaser and or its assigns, shall have Seller's vacation petition withdrawn and shall cancel any previously scheduled vacation hearing.

35. Relocation of Residence. Seller retains the right to remove the house structure located at 304 Hayes Drive, Gurley, Alabama 35748 (the "Residence") from the Property and move and relocate the Residence (the "Relocation"). Relocation of the Residence shall be completed on or within thirty (30) days after the Closing Date (the "Relocation Date"). Seller shall be responsible for performing and completing the Relocation of the Residence and any associated activities on or before the Relocation Date.

36. 1031 Exchange. Owner, at its option, may desire to exchange, for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code and the Regulations promulgated thereunder, fee title in the Property which is the subject of this Agreement. Owner expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031 (k)-1(g)(4) at any time on or before the Closing Date. Purchaser agrees to cooperate with Owner in effectuating the 1031 Exchange and agrees to execute any documents that may be reasonably necessary to effect the exchange. Seller shall bear all additional costs incurred in connection with any 1031 Exchange. Nothing in this section shall interfere with Purchaser's right to close on the Property in accordance with the terms of this Agreement or shall otherwise delay the Closing.

37. Legal Description. If requested by the Closing Agent, Seller agrees to quitclaim any vested legal description and/or other interest that may have been obtained through adverse possession, or to include such descriptions and/or other interests in the legal description attached to the Deed as "also described as."

38. Purchaser shall, within two years of the date this Agreement is duly executed by all parties, have installed and completed an active and functioning sewer system to the Property with the capacity to serve the Property.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

[*Signatures and acknowledgments appearing on the following page(s).*]

[*Owner Signature Page to Option to Purchase Real Estate.*]

OWNER:

GRASSY POND, LP, a Delaware limited partnership

By: Grassy Pond, Inc.
Its: General Partner

By: _____
John W. Hays, President

_____
Witness

Date: 1-26-26

OWNER:

Huntsville Center Inc. an Alabama corporation

By: _____
Jeff W. Enfinger, President

_____
Witness

Date: 1-26-26

[*Purchaser Signature Page to Option to Purchase Real Estate.*]

PURCHASER:

CITY OF HUNTSVILLE, ALABAMA

By: _____
Name: Tommy Battle
Its: Mayor

ATTEST:

_____
Shaundrika Edwards, City Clerk

Exhibit "A"
(Legal Description of the Property)

STATE OF ALABAMA
MADISON COUNTY

A LOT OR PARCEL OF LAND LOCATED IN THE EAST HALF OF THE EAST HALF OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 2 EAST AND IN THE WEST HALF OF THE WEST HALF OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 2 EAST AND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4 TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

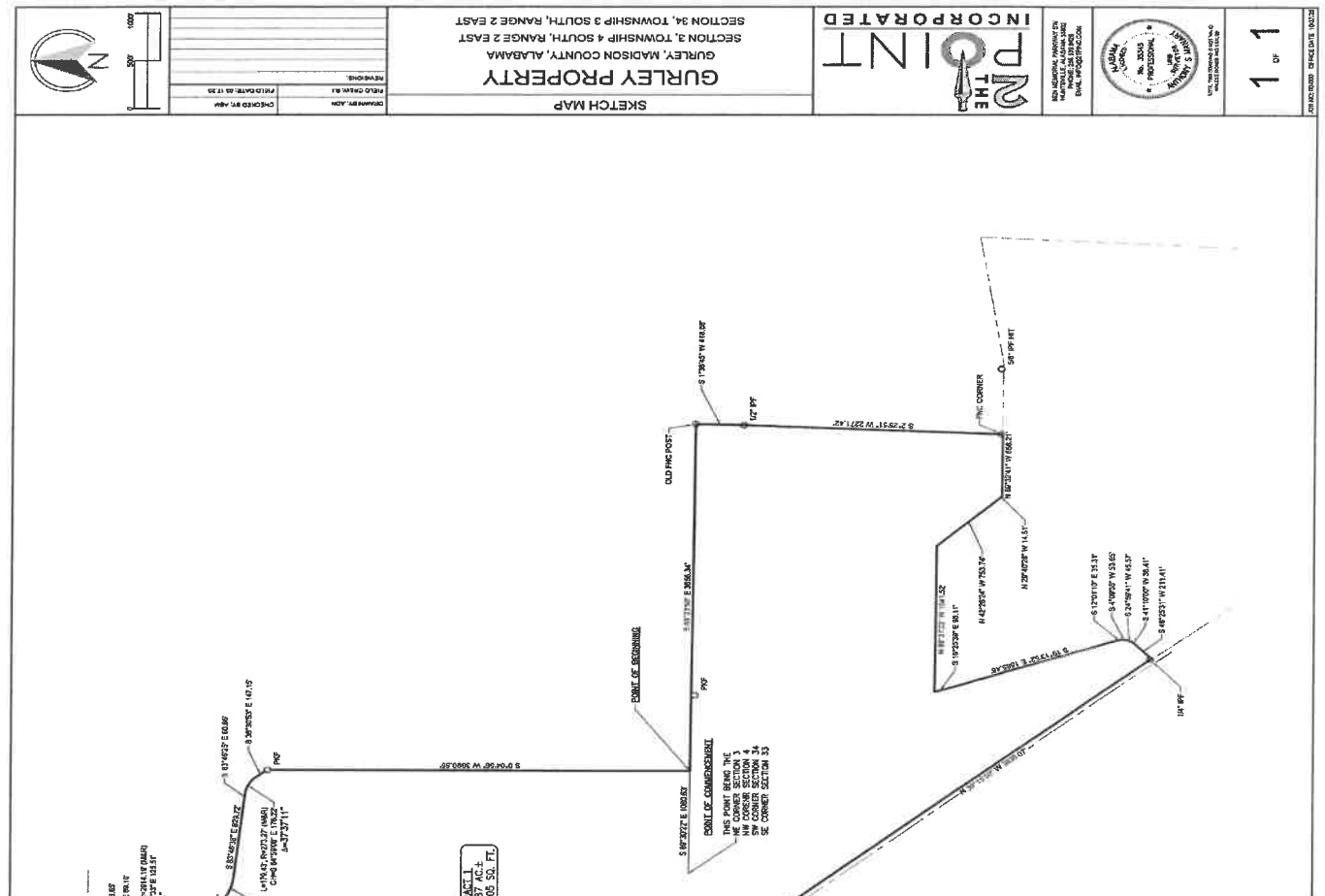
COMMENCING AT THE COMMON SECTION CORNER OF SAID SECTIONS 33 & 34 OF TOWNSHIP 3 SOUTH, RANGE 2 EAST AND OF SAID SECTIONS 3 AN 4 OF TOWNSHIP 4 SOUTH, RANGE 2 EAST AND HAVING ALABAMA STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,537,973.12', EAST: 482,235.20';

THENCE SOUTH 89 DEGREES 30 MINUTES 22 SECONDS EASE FOR A DISTANCE OF 1080.63 FEET TO THE POINT-OF-BEGINNING; THENCE, SOUTH 89 DEGREES 23 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 3656.34 FEET TO A POINT; THENCE, SOUTH 01 DEGREES 38 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 418.68 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 25 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 2271.42 FEET TO A POINT; THENCE, NORTH 89 DEGREES 32 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 658.21 FEET TO A POINT; THENCE, NORTH 29 DEGREES 40 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 14.51 FEET TO A POINT; THENCE, NORTH 42 DEGREES 26 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 753.74 FEET TO A POINT; THENCE, NORTH 89 DEGREES 31 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 1541.52 FEET TO A POINT; THENCE, SOUTH 16 DEGREES 25 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 98.11 FEET TO A POINT; THENCE, SOUTH 19 DEGREES 13 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 1585.46 FEET TO A POINT; THENCE, SOUTH 12 DEGREES 01 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 35.31 FEET TO A POINT; THENCE, SOUTH 04 DEGREES 09 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 53.65 FEET TO A POINT; THENCE, SOUTH 24 DEGREES 59 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 45.57 FEET TO A POINT; THENCE, SOUTH 41 DEGREES 10 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 38.41 FEET TO A POINT; THENCE, SOUTH 46 DEGREES 25 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 211.41 FEET TO A POINT; THENCE, NORTH 39 DEGREES 15 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 3636.07 FEET TO A POINT; THENCE, NORTH 39 DEGREES 15 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 2085.98 FEET TO A POINT; THENCE, NORTH 04 DEGREES 01 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 135.61 FEET TO A POINT; THENCE, NORTH 02 DEGREES 49 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 794.50 FEET TO A POINT; THENCE, NORTH 01 DEGREES 46 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 1379.41 FEET TO A POINT; THENCE, NORTH 01 DEGREES 25 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 1874.21 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT THROUGH AN ANGLE OF 117 DEGREES 24 MINUTES 17 SECONDS, HAVING A RADIUS OF 79.13 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 60 DEGREES 26 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 135.23 FEET TO A POINT; THENCE, SOUTH 61 DEGREES 21 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 268.65 FEET TO A POINT; THENCE, SOUTH 61 DEGREES 11 MINUTES 32 SECONDS EAST FOR A DISTANCE OF

89.10 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT THROUGH AN ANGLE OF 02 DEGREES 28 MINUTES 04 SECONDS, HAVING A RADIUS OF 2914.19 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 60 DEGREES 01 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 125.51 FEET TO A POINT; THENCE, SOUTH 58 DEGREES 47 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 697.41 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT THROUGH AN ANGLE OF 24 DEGREES 57 MINUTES 28 SECONDS, HAVING A RADIUS OF 513.49 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 71 DEGREES 17 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 221.91 FEET TO A POINT; THENCE, SOUTH 83 DEGREES 46 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 829.72 FEET TO A POINT; THENCE, SOUTH 83 DEGREES 46 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 60.66 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT THROUGH AN ANGLE OF 37 DEGREES 37 MINUTES 11 SECONDS, HAVING A RADIUS OF 273.27 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 64 DEGREES 59 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 176.22 FEET TO A POINT; THENCE, SOUTH 38 DEGREES 30 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 147.15 FEET TO A POINT; THENCE SOUTH 00 DEGREES 04 MINUTES 56 SECONDS WEST A DISTANCE OF 3690.55 FEET TO THE POINT-OF-BEGINNING

SAID PARCEL CONTAINING 515.87 ACRES MORE OR LESS

Exhibit "B"
(Survey of the Property)



305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-162

Department: Urban Development

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

Resolution authorizing the Mayor to enter into a Project Development Agreement among the City, Eli Lilly and Company, and the Industrial Development Board of the City of Huntsville respecting a new pharmaceutical facility to be located within the City and a Property Transfer Agreement between the City and Eli Lilly and Company for the transfer of the facility site.

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:** 2/12/2026 **File ID:** TMP-6554

Department: Urban Development

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

Resolution authorizing and approving (i) a Project Development Agreement among the City, Eli Lilly and Company, and the Industrial Development Board of the City of Huntsville respecting a new pharmaceutical facility to be located within the City, and (ii) a Property Transfer Agreement between the City and Eli Lilly and Company for the transfer of the facility site.

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, Eli Lilly and Company, an Indiana corporation (the "Company"), is a globally-recognized, Fortune 200 pharmaceutical company engaged in the research, manufacture, production and distribution of numerous pharmaceutical and medicinal treatments (collectively, "Company Products"), with offices in 18 countries and world-wide product sales in approximately 125 countries; and

WHEREAS, the Company has determined to construct and develop a not less than 750,000 square foot facility for the research, manufacture, and production of Company Products (said facility and all equipment to be located therein, the "Project"), and following a nation-wide site selection process and consideration of proposals from various state and regional economic development authorities, many of which offered free project sites, up-front cash grants, utility infrastructure, tax abatements, and other substantial economic incentives and inducements, the Company determined to locate the Project within the corporate limits of the City; and

WHEREAS, the Company anticipates making an initial capital investment of taxable real and personal property of not less than $4,200,000,000 over a seven (7) year period for the Project, and by the end of a six (6) year "ramp-up" hiring period having at least 449 full time employees earning an average hourly wage, exclusive of benefits and overtime, of $54.20, employed at the Project; and

WHEREAS, in order to attract the Company to select the City as the location of the Project, the City offered to (i) transfer to the Company, at no cost, an approximately 260 acre parcel of real property to serve as the site for the Project (the "Project Site"), (ii) hold for future expansion of the Project an additional 240 acre site of City owned land located adjacent to the Project Site, (iii) provide up to $2.0 million in workforce development, recruitment, and training for Project employees, (iv) provide points of contact, technical assistance, expedited review and processing, and other support incident to construction permitting for the Project, and (v) provide up to $250,000 in related Project costs, all under the terms and conditions, and as more particularly described and set forth, in the Project Agreements hereinafter defined and authorized; and

WHEREAS, the City has determined to enter an agreement among the City, the Company, and the Industrial Development Board of the City of Huntsville (the "IDB"), hereinafter authorized and defined as the "Project Development Agreement", under and pursuant to which the foregoing terms are to be memorialized and agreed, and, further, under which the City, acting in concert with Huntsville Utilities ("HU"), will extend or have HU extend sewer, water, and natural gas infrastructure to an agreed upon point of delivery up to the Project Site at no cost to the Company; and

WHEREAS, the City has determined to enter an agreement between it and the Company, hereinafter authorized and defined as the "Property Transfer Agreement", setting forth and

memorializing certain terms respecting the transfer of the Project Site and payment by the City of up to $250,000 for certain Project related costs; and

WHEREAS, the City has determined that the location of the Project in the City will substantially expand and enhance the prosperity, health, safety, contentment, and general welfare of the City and its residents by, among other things: (i) promoting, improving, and expanding economic and industrial development; (ii) expanding the economic diversity of industrial and manufacturing activities in the City through the location of a world-leader in the research, development, production, and distribution of pharmaceuticals; (iii) enhancing the City's reputation as a national destination for life science and other advanced scientific companies and enterprises; (iv) increasing the number and diversity of research, manufacturing, and industrial jobs and related employment opportunities; (v) enabling the area surrounding the Project Site to better attract and retain life science and other advanced scientific, research, manufacturing and industrial enterprises; and (vi) expanding the overall tax base of the City; and

WHEREAS, the City Council of the City (the "Council") hereby recites that the location and operation of the Project at the Project Site will assist in the expansion of economic developments that are critical to the sustained health and wellbeing of the City and its citizens, and that the provision of the Project Site to the Company, along with the City payments, the utility improvements, and the various other forms of financial and Project assistance to be provided by the City as described in the Project Development Agreement and the Property Transfer Agreement (together, the "Project Agreements"), are being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 1901, now codified as Section 94.01 of the Constitution of Alabama of 2022, as amended, and the Council has determined that the provision of land and other things of value by the City, and the expenditure of public funds by the City, for the purposes specified in the Project Agreements, 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 Council that the Project Development Agreement respecting the Project among the Company, the City and the IDB, in substantially the form attached hereto as Exhibit A and with such changes thereto as shall be approved by the Mayor on behalf of the City (the "Project Development Agreement"), is hereby authorized and approved, and that the Mayor is herein authorized to sign, by and on behalf of the City, the Project Development Agreement and deliver the same to the Company, and that the City Clerk is hereby authorized to execute, attest, and affix the corporate seal of the City to the Project Development Agreement by and on behalf of the City; and

FURTHER RESOLVED, by the Council that the Property Transfer Agreement respecting the transfer by the City of the Project Site among the Company and the City, in substantially the form attached hereto as Exhibit B and with such changes thereto as shall be approved by the Mayor on behalf of the City (the "Property Transfer Agreement"), is hereby authorized and approved, and that the Mayor is herein authorized to sign, by and on behalf of the

City, the Property Transfer Agreement and deliver the same to the Company, and that the City Clerk is hereby authorized to execute, attest, and affix the corporate seal of the City to the Property Transfer Agreement by and on behalf of the City; and

FURTHER RESOLVED, that the Mayor is hereby authorized to execute and deliver, by and on behalf of the City, such amendments to the Project Agreements and such other documents, instruments, and agreements, as may be necessary or desirable to accomplish cause the Project to be completed and located within the City, and to accomplish the intentions of the parties to the Project Agreements and any other results as may be contemplated by the Project Agreements, 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 12th day of February, 2026

_____

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

APPROVED this the 12th day of February, 2026

_____

Mayor of the City of
Huntsville, Alabama

EXHIBIT A
FORM OF PROJECT DEVELOPMENT AGREEMENT

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into on February 12, 2026, 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 **ELI LILLY AND COMPANY**, a corporation organized under the laws of the State of Indiana (the "Company"). The City, the IDB, and the Company are herein together sometimes referred to collectively as the "Parties" and, individually, as a "Party".

RECITALS

WHEREAS, the Company is a globally-recognized, Fortune 200 pharmaceutical company engaged in the research, manufacture, production and distribution of numerous pharmaceutical and medicinal treatments ("Company Products"), with offices in 18 countries and world-wide product sales in approximately 125 countries; and

WHEREAS, the Company is seeking to construct a manufacturing facility of not less than 750,000 square feet for the research, manufacture, and production of Company Products (the "Facility"); and

WHEREAS, the Company conducted a nation-wide process to identify a site for the Facility (such site, the Facility, the equipment to be installed therein, and the research, manufacture, production and distribution of Company Products, the "Project"), and considered proposals from state and regional economic development authorities across the United States, many of which offered a free site for the Facility, future expansion space, up-front funding, utility infrastructure, tax abatements, and various other substantial incentives and inducements for the Company to locate the Project to their respective jurisdictions; and

WHEREAS, the Company anticipates making an initial capital investment of taxable real and personal property of not less than $4,200,000,000 over a seven (7) year period for the Project, and by the end of a six (6) year "ramp-up" hiring period having at least 449 full time employees earning an average hourly wage, exclusive of benefits and overtime, of $54.20, employed at the Facility (defined in Section 3.3 of this Agreement as the "Jobs Target"), all as more particularly set forth and described herein; and

WHEREAS, in order to cause the Company to locate the Project to the City, and in consideration thereof, the City offered and has agreed (as more particularly set forth herein) to (i) transfer to the Company, at no cost, an industrial site for the Facility consisting of that certain parcel of real property aggregating approximately 260 acres, as more particularly described in **EXHIBIT A** hereto (the "Facility Site"), (ii) hold for future expansion of the Project an additional 240 acre site located adjacent to the Facility Site, as more particularly shown on **EXHIBIT B** hereto (the "Expansion Site"), (iii) provide up to $2.0 million in workforce development, recruitment and training for Project employees, (iv) provide points of contact, technical assistance,

expedited review and processing, and other support incident to construction permitting for the Facility, and (v) agree to certain other terms and provisions, all as more particularly described and set forth herein; and

WHEREAS, the City, acting in concert with Huntsville Utilities ("HU") will extend or have HU extend necessary and appropriate sewer, water, and natural gas infrastructure to an agreed upon point of delivery up to the Facility Site at no cost to the Company; and

WHEREAS, the IDB is also 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 Project, all as more particularly described and set forth herein(together with the land, money and other incentives described in the immediately preceding recitals, the "Public Incentives"); and

WHEREAS, the City has determined that the location of the Project in the City will substantially expand and enhance the prosperity, health, safety, contentment, and general welfare of the City and its residents by, among other things: (i) promoting, improving, and expanding economic and industrial development; (ii) expanding the economic diversity of industrial and manufacturing activities in the City through the location of a world-leader in the research, development, production, and distribution of pharmaceuticals; (iii) enhancing the City's reputation as a national destination for life science and other advanced scientific companies and enterprises; (iv) increasing the number and diversity of research, manufacturing, and industrial jobs and related employment opportunities; (v) enabling the area surrounding the Facility Site to better attract and retain life science and other advanced scientific, research, manufacturing and industrial enterprises; and (iv) expanding the overall tax base of the City; and

WHEREAS, the location and operation of the Project at the Facility Site will assist in the expansion of economic developments that are critical to the sustained economic health and well-being of the City, and the City finds that the provision of the Facility Site, the City payments, the utility improvements and other forms of assistance by the City 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 1901, now codified as Section 94.01 of the Constitution of Alabama of 2022 (the "Alabama Constitution"), and the City has determined that the provision of land and other things of value by the City, and the expenditure of public funds by the City, 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:

(a) The Company is duly organized and validly existing as a corporation under the laws of the State of Indiana and has duly authorized its execution, delivery and performance of this Agreement.

(b) 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 such consents, filings, notices and hearings described herein, or already held or maintained.

(c) 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 (i) the Company's articles of incorporation or other organizational documents of the Company, (ii) 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 (iii) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to the Company or any of its assets.

(d) 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
CITY AND IDB OBLIGATIONS

Section 2.1 The Facility Site. (a) In consideration of the Company designing, developing, installing, equipping, locating, and operating the Project at the Facility Site as described herein, the City shall convey the Facility Site to the Company for a price of $10.00 as more particularly set forth and described in a Property Transfer Agreement to be entered at the time of execution of this Agreement between such parties, the form of which is set forth on **EXHIBIT C** (the "PTA"). The PTA shall set forth and describe the due diligence and similar, pre-conveyance rights of the Company and related obligations of the City concerning the Facility Site. As more particularly set forth in the PTA, the City shall not prohibit or impede the actions of the Company or its agents in conducting its reasonable due diligence efforts, if any, respecting the Facility Site, and shall not sell, lease, convey, or otherwise encumber the Facility Site during the period from the Effective Date of this Agreement through and including the earlier to occur of the City having conveyed to the Company fee simple title to the Facility Site pursuant to the terms of the Facility Site PTA or termination of the Facility Site PTA.

(b) In addition to all terms in the PTA respecting the conveyance of the Facility Site to the Company, prior to the conveyance of the Facility Site to the Company the following special Facility development conditions shall have been satisfied:

(i) the Company shall have delivered to the City the preliminary site plan and the preliminary engineering plans and specifications for the overall construction of the Facility on the Facility Site, and

(ii) the Company shall have delivered to the City a certificate, signed by an authorized officer of the Company, to the effect that:

(1) the Company has completed its diligence efforts respecting the Facility Site, and

(2) the Company has the funding earmarked for and has determined to proceed with the construction, development, installation and equipping of the Facility on the Facility Site for the operations of the Project thereon and intends to satisfy the Capital Investment Target at the Facility Site.

(c) Unless otherwise agreed to in a written instrument between the Company and the City referencing this section of this Agreement (with the Mayor of the City herein authorized to execute and deliver any such written instrument on behalf of the City), if, for any reason, the PTA is terminated prior to such time as the Facility Site is transferred to the Company pursuant to the terms of the PTA, then any Party may terminate this Agreement upon written notice to the other Parties, at which point the Parties shall have no obligations to one another hereunder.

Section 2.2 Future Expansion Site. (a) The City covenants and agrees not to sell, transfer, convey, lease, or otherwise encumber the Expansion Site during the term of the Expansion Site Initial Period. As used herein, "Expansion Site Initial Period" shall mean a period of time commencing on the Effective Date of this Agreement and terminating on the earlier to occur of (i) the Capital Investment Deadline, or (ii) the date on which there is a Company Event of Default. At the time the City transfers the Facility Site to the Company, the City will execute a document setting forth the terms of this Section 2.2 to be recorded on the Expansion Site.

(b) The City covenants and agrees that, (i) if the Company shall have satisfied at least 85% of the Capital Investment Target (*i.e.*, the Company shall have made a Capital Investment at the Facility Site of at least $3,570,000,000) by the Capital Investment Deadline, (ii) if the Company shall have satisfied at least 85% of the Jobs Target on or by the Jobs Target Deadline, and (iii) there shall not be a Company Event of Default, then the City shall not sell, transfer, convey, lease or otherwise encumber the Expansion Site for a period of five (5) years from the Capital Investment Deadline (the "Expansion Site Negotiation Period"). The City and the Company agree during the Expansion Site Negotiation Period to work in good faith in negotiating terms and agreements mutually agreeable to each of the Parties respecting the capital improvements and equipment to be made and installed by the Company on or at the Expansion Site to expand the Project, employment requirements for the said expansion, the price to be paid by the Company for the Expansion Site, and other related terms, as well as the terms and provisions of a purchase and sale agreement regarding the transfer and conveyance by the City to the Company of the Expansion Site.

Section 2.3 Workforce Grant. The City hereby agrees to make certain payments to the Company in connection with workforce training, development, recruitment and related costs of the Project (such payments herein called the "City Payments"), up to the aggregate sum of $2,000,000, as follows:

(i) the City shall remit to the Company the sum of $1,000,000 within 90 days after the Company furnishes to the City a certificate in the form set forth on **EXHIBIT D** hereto, signed by an authorized employee of the Company and submitted to the City on or before the close of the sixth Project Year, certifying that, as of the last business day of each of the three (3) consecutive calendar months immediately preceding the month in which such certificate is submitted, the Company employed at least 200 Full-Time Employees at the Facility earning the Minimum Average Hourly Wage, along with all supporting information and materials as shall enable the City to reasonably confirm and independently verify the employment and wage levels so certified by the Company; and

(ii) the City shall remit to the Company the sum of $1,000,000 within 90 days after the Company furnishes to the City a certificate in the form set forth on **EXHIBIT D** hereto, signed by an authorized employee of the Company and submitted to the City on or before the close of the sixth Project Year, certifying that, as of the last business day of each of the three (3) consecutive calendar months immediately preceding the month in which such certificate is submitted, the Company employed at least 400 Full-Time Employees at the Facility earning the Minimum Average Hourly Wage, along with all supporting information and materials as shall enable the City to reasonably confirm and independently verify the employment and wage levels so certified by the Company.

Section 2.4 Permit Assistance and Expedited Inspection. The City agrees to assign a City officer, or an agent of the City, as a single point of contact to the Project to assist the Company and its agents with all coordination, permitting, inspections, and similar items for the Project, and a dedicated City officer and staff for expedited plan reviews, project permitting (including without limitation NPDES and air permits), and construction inspection services for the Project.

Section 2.5 Certain Utility Improvements for the Facility; Roadway Naming; Public Roadway Improvements. (a) The City shall, acting both independently and by and through Huntsville Utilities, at no cost to the Company, provide "point of service" sewer, water, and natural gas connections in the capacities described on Exhibit G (such sewer, water, and natural gas connections, the "Utility Requirements") up to locations at the Facility Site (but in no event within the Facility Site) mutually agreeable by the City and the Company. The City shall provide the Utility Requirements within the schedule set forth on Exhibit G; provided, if the Commencement of Construction Deadline is extended due to one or more Force Majeure Events or as may otherwise be agreed to by the parties then the deadlines set forth in Exhibit G shall be extended by the same number of days. (the "Utility Requirements Deadline"). For the avoidance of doubt, under no circumstances shall electric utility improvements be considered within the meaning of "Utility Requirements" as used in this Agreement.

(b) The City shall work with the Company in causing the Tennessee Valley Authority ("TVA") and Athens Utilities ("AU") to provide electric utilities in the manner previously committed by TVA and AU to the Company in capacities and in the timelines described in Exhibit G or, if the agreements between the Company and TVA and AU, as the case may be, require

capacities and/or deadlines different from those set forth on Exhibit G then on such timelines and in such capacities as so agreed among the Company, TVA and AU; provided, in no event whatsoever shall the City (including, without limitation, Huntsville Utilities) be obligated to provide, pay for, install, or otherwise be liable for any electric utility improvements.

(c) So long as the Company is not in default under this Agreement, the City, at no cost to the Company (other than the Company's obligation to convey certain property as described herein), shall realign Greenbrier Road at the intersection of Greenbrier Parkway once the Company has determined site access points (the "Realignment"). The Company agrees to donate to the City such portion of the Facility Site as shall be necessary for public rights-of-way to accommodate the Realignment. The Realignment shall be completed no later than 24 months from the later of (1) the date the Company has Commenced Construction of the Facility, and (2) the Commencement of Construction Deadline (the "Realignment Deadline").

(d) The City hereby covenants and agrees to name the public road that provides direct access to the Facility Site "Eli Lilly Way", or such other name as shall be determined by the Company.

(e) In the event that the City, (i) working through HU, fails to construct or cause construction of the Utility Requirements as set forth on Section 2.5(a) hereof by the close of the Utility Requirements Deadline or (ii) fails to complete the Realignment by the Realignment Deadline, then the Company, in addition to all remedies available at law or in equity, shall have the right, following the City Cure Period, to elect any one or more of the following remedies (herein called "Company Infrastructure Rights") as to any Utility Requirements or Realignment failures specified in the Company Notice that are not timely cured by the City before the end of the City Cure Period: (i) to have assigned by the City to the Company any and all underlying agreements and contracts entered into in connection with the Utility Requirements and/or Realignment; or (ii) to enforce the performance or observance by the City of any obligation, term or condition in connection with the Utility Requirements and Realignment (including, without limitation, the right to specifically enforce any such obligation, term or condition); or (iii) to cure, on the account of the City, any failure of the City to perform or observe a material obligation, term or condition in connection with the Utility Requirements or Realignment to be performed or observed by the City and to recover from the City all of the Company's reasonable costs and expenses incurred in curing such failure of the City. Prior to its exercise of any Company Infrastructure Rights, the Company shall have first provided written notice (a "Company Notice") to the City specifying the Utility Requirements or Realignment the Company claims the City to have failed to timely complete, and the City shall have a period of not to exceed sixty (60) days to cure such failure (the "City Cure Period").

Section 2.6 Tax Abatements. The IDB, with the consent of the City and Limestone County (the "County") (which consents the IDB represents and warrants it has obtained prior to the Effective Date of this Agreement), 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 Project, (ii) non-educational ad valorem taxes imposed by the State, the City, and/or the County with respect to the Project and

the Facility Site 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 Project and the Facility Site 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 III
PROJECT DEVELOPMENT AND EMPLOYMENT

Section 3.1 General. The Company acknowledges that the City and its citizens anticipate the receipt of economic benefit in return for the Public Incentives by the Company making the Capital Investment and operating and staffing the Project as described herein.

Section 3.2 Development of the Facility; Capital Investment; Commencement of Construction and Commencement of Operations. (a) The Company intends, and agrees to make commercially reasonable efforts, to design, develop, construct, install, and equip the Facility at the Facility Site, and to incur other Capital Investment costs at the Facility Site prior to expiration of seven (7) Project Years as shown on **EXHIBIT E** hereto (the "Capital Investment Period") so as to be suitable for the operation of the Project. In connection with the foregoing the Company intends to make a Capital Investment at the Facility Site of at least $4,200,000,000 (the "Capital Investment Target") by the Capital Investment Deadline. The Company fully intends to diligently proceed with site preparation, construction, development, installation, and equipping of the Facility following its acquisition of title to the Facility Site.

(b) The Company agrees to make commercially reasonable efforts to Commence Construction of the Facility on or before the Commencement of Construction Deadline. As used herein, "Commencement of Construction Deadline" means December 31, 2027, subject to extension as set forth in (d) below upon one or more Force Majeure Events.

(c) The Company agrees to make commercially reasonable efforts to Commence Operations of the Project at the Facility on or before the Commencement of Operations Deadline. As used herein, "Commencement of Operations Deadline" means December 31, 2033, subject to extension as set forth in (d) below upon one or more Force Majeure Events.

(d) In the event the Company is unable to Commence Construction of the Facility by the Commencement of Construction Deadline, or Commence Operations of the Project by the Commencement of Operations Deadline, due to the occurrence of a Force Majeure Event, such deadlines shall be extended by the number of days, subject to the Extension Cap, if, within sixty (60) days from the date of such Force Majeure Event, the Company gives the IDB, as agent for the City, written notice containing (i) a description of the Force Majeure Event in question, (ii) an explanation of how the Company anticipates such event will affect the Company's performance under this Agreement, and (iii) what actions the Company plans to undertake to address the conditions caused by the Force Majeure Event; provided, in no event shall either such deadline be extended by more than one-hundred eighty (180) days (the "Extension Cap") as a result of one or more Force Majeure Events.

Section 3.3 Employment at the Facility. The Company intends, and agrees to make commercially reasonable efforts, to hire at the Facility over a period of six (6) Project Years, as shown on **EXHIBIT F,** such that the Company has reached the Jobs Target by the close of the sixth (6^{th}) Project Year (the "Jobs Target Deadline"). As used herein, "Jobs Target" means employment at the Facility of least 449 Full-Time Employees earning the Minimum Average Hourly Wage. The Company further fully intends to maintain employment at least at the 10 Year Jobs Maintenance Requirement over the 10 Year Jobs Maintenance Period.

Section 3.4 General Regulatory Compliance.

(a) The Company will cause any construction activities on the Facility Site 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 shall require any architect, general contractor, subcontractor or other business performing any work in connection with the Facility to obtain all necessary permits, licenses and approvals to construct the same.

(b) At all times during the term of this Agreement, 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.

ARTICLE IV
RECONVEYANCE, RECAPTURE PAYMENT, AND REPORTING OBLIGATIONS BY THE COMPANY

Section 4.1 General Company Performance. The Company acknowledges that the City and its citizens anticipate the receipt of economic benefit in return for the Public Incentives through the Capital Investment Target and Jobs Target, Commencement of Operations within the timeframe anticipated and described herein, and maintenance of the 10 Year Jobs Maintenance Requirement during the 10 Year Jobs Maintenance Period.

Section 4.2 Restrictive Covenant Agreement; Confirmation of Commencement of Construction; Commencement Reconveyance. (a) At such time as the Facility Site is conveyed to the Company, a Restrictive Covenant Agreement (the "Restrictive Covenant Agreement") shall be recorded on the Facility Site, for the benefit and in favor of the City, establishing that the Facility Site may only be owned by the Company, or an Affiliate thereof, and used for the construction, development and operations of the Project. The Restrictive Covenant Agreement shall also contain additional provisions respecting the reversionary rights of the City set forth in Section 4.2(c) below; provided, upon the Company Commencing Construction (or, pursuant to Section 4.2(b) below, being deemed to have Commenced Construction) of the Facility by the Commencement Deadline, the City's reversionary interest shall automatically terminate, and the City shall execute and deliver to the Company such termination, quitclaim deed, or other

instrument as may be reasonably requested by the Company and determined thereby as necessary or desirable to evidence termination of the same.

(b) At such time as the Company determines it has Commenced Construction it may, but shall not be required to, submit notice of such determination to the City (a "Commencement of Construction Notice"), and the City shall have a reasonable period of time that is not in excess of forty-five (45) days to respond in writing to the Company either confirming the determinations of the Company or specifying in detail why the City believes the Company has not Commenced Construction. If the City fails to respond to a Commencement of Construction Notice as aforesaid within forty-five (45) days of the City's receipt of a Commencement of Construction Notice from the Company then the City shall be deemed to have agreed that the Company has Commenced Construction as of the date of its receipt of the Commencement of Construction Notice.

(c) If the Company does not Commence Construction of the Facility at the Facility Site by the Commencement of Construction Deadline, then, unless otherwise agreed to in writing by the City and the Company following good faith discussion between the Parties to (1) determine whether the Commencement of Construction Deadline has been met, and (2) whether reconveyance of the Facility Site to the City is required pursuant to the terms of this Agreement, the Company shall be required to convey fee simple title of the Facility Site, free and clear of any and all liens, third party rights, encumbrances or similar items, other than those in existence as of the date the Facility Site was conveyed to the Company, to the City within a period of not to exceed sixty (60) days from the Commencement of Construction Deadline; provided, if the Company has completed or caused to be completed rough grading of the Facility Site but not the pouring of the foundations and footings for the Facility by the Commencement of Construction Deadline, the Company may extend the Commencement of Construction Deadline for up to ninety (90) days by delivery of written notice to the City prior to the original Commencement of Construction Deadline. Anything in this Agreement to the contrary notwithstanding, whether express or implied, upon conveyance of the Facility Site to the City as aforesaid and in accordance with the requirements of this Section 4.2(c), this Agreement shall terminate and be of no further force or effect, and the Parties shall owe no obligations to one another, whether pursuant to this Agreement or otherwise.

Section 4.3 Certain Company Recapture and Related Obligations. The provisions of this Section 4.3 set forth and describe certain Recapture Obligations of the Company to the City that are not tied solely to employment levels during the 10 Year Jobs Maintenance Period.

(a) **Capital Investment Recapture Obligation.** Upon the earlier to occur of (1) the date the Company achieves the Capital Investment Target, or (2) the end of the seventh (7^{th}) Project Year (such date, the "Capital Investment Report Date"), the Company shall furnish to the IDB, as agent for the City, a document executed by an authorized officer of the Company certifying the Capital Investment made or caused to be made by the Company at the Facility Site. In the event Capital Investment at the Facility is less than $4,200,000,000 as of the Capital Investment Report Date, then the Company shall owe the City a Recapture Payment in an amount equal to the product of a percentage (which percentage is equal to 1 minus the percentage equal to the Actual Capital Investment divided by $4,200,000,000)times the Recapture Base (the amount of such payment obligation, the "Capital Investment Recapture Obligation"). The Parties

acknowledge that any payment of a Capital Investment Recapture Obligation shall reduce the Recapture Base as applied to future Recapture Payment obligations of the Company hereunder. As used herein, "Actual Capital Investment" means the actual Capital Investment amount at the Facility Site as of the Capital Investment Report Date. For example purposes only, if the Actual Capital Investment as of the Capital Investment Report Date is $3,750,000,000, the Capital Investment Recapture Obligation would equal $2,785,714, as follows: 1 – ($3,750,000,000/$4,200,000) * $26,000,000.

(b) **Jobs Target Recapture Obligation.** Upon the earlier to occur of (1) the date the Company achieves the Jobs Target, or (2) the Jobs Target Deadline, the Company shall furnish to the IDB, as agent for the City, a document executed by an authorized officer of the Company certifying the number of Full-Time Employees earning the Minimum Average Hourly Wage at the Facility (the "Jobs Target Report"). In the event the Company has not achieved the Jobs Target by the Jobs Target Deadline, then the Company shall owe the City a Recapture Payment in an amount equal to the product of a percentage (which percentage is equal to 1 minus the percentage calculated by the FTE Result divided by the Jobs Target) times the Recapture Base (a "Jobs Target Recapture Obligation"). The Parties acknowledge that any payment of a Jobs Target Recapture Obligation shall reduce the Recapture Base as applied to all other Recapture Payment obligations of the Company hereunder. As used herein, "FTE Result" means the number of Full-Time Employees earning the Minimum Average Annual Wage employed at the Facility by the Jobs Target Deadline as reported by the Company in the Jobs Target Report.

(c) **Commencement of Operations Recapture Obligation.** (i) At such time as the Company determines it has Commenced Operations at the Facility Site it may, but shall not be required to, submit notice of such determination to the City (a "Commencement of Operations Notice"), and the City shall have a reasonable period of time that is not in excess of forty-five (45) days to respond in writing to the Company either confirming the determinations of the Company or specifying in detail why the City believes the Company has not Commenced Operations at the Facility Site. If the City fails to respond to a Commencement of Operations Notice from the Company as aforesaid within forty-five (45) days of the City's receipt of a Commencement of Operations Notice then the City shall be deemed to have agreed that the Company has Commenced Operations at the Facility Site as of the date of its receipt of the Commencement of Operations Notice.

(ii) If the Company does not Commence Operations at the Facility Site by the Commencement of Operations Deadline then, unless otherwise agreed to in writing by the City and the Company following good faith discussion between the Parties regarding whether the Commencement of Operations Deadline has been met, the City may elect to require that the Company pay the City an amount equal to the Recapture Base, as may have been reduced by the amount of any other recapture obligation payments made by the Company to the City pursuant to this Article IV (the "Commencement of Operations Recapture Obligation"); provided, if the Company has met the Capital Investment Target by the Capital Investment Deadline, the Company may extend the Commencement of Operations Deadline by up to one hundred eighty (180) days by delivery of written notice to the City prior to the original Commencement of Operations Deadline.

(iii) The Commencement of Operations Recapture Obligation shall be paid within thirty (30) days of coming due, and such amount shall bear interest at a per annum rate of 5.0% from and after such date, until paid. Upon payment of the Commencement of Operations Recapture Obligation, the Company shall have no further obligations or liabilities to the City under Article IV of this Agreement.

(d) **Closure/Relocation Recapture Obligation**. If, following Commencement of Operations at the Facility, 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 (A) complete renovations, restoration or repairs or (B) respond to the occurrence of a Force Majeure Event), 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 10 Year Jobs Maintenance Period (each of the foregoing herein called a "Closure/Relocation Event"), then an amount equal to (1) if the Closure/Relocation Event occurs before the close of the fifth (5^{th}) year of the 10 Year Jobs Maintenance Period, the Recapture Base, or (2) if the Closure/Relocation Event occurs on or after commencement of the sixth (6^{th}) year of the 10 Year Jobs Maintenance Period, the Unamortized Recapture Base (as defined below) shall be immediately due and payable by the Company to the City (such amount, the "Closure/Relocation Recapture Obligation"). Upon payment of any Closure/Relocation Recapture Obligation, the Company shall have no further obligations or liabilities to the City under this Agreement.

For the purposes of determining the amount of any Closure/Relocation Recapture Obligation due for a Closure/Relocation Event occurring on or after commencement of the sixth (6^{th}) year of the 10 Year Jobs Maintenance Period, the term: (i) "Remaining 10 Year Jobs Maintenance Period" shall mean the number of full calendar months remaining in the 10 Year Jobs Maintenance Period as of the date of such Closure/Relocation Event, and (ii) "Unamortized Recapture Base" shall mean the amount determined in accordance with the following formula: (Remaining 10 Year Jobs Maintenance Period divided by 120) times the Recapture Base.

(e) **Certain Reporting Obligations of the Company**. No later than 45 days following the last day of each Project Year, and at such other times as the IDB may reasonably request (but not more than two times in any calendar year), the Company shall furnish to the IDB, as agent of the City, an instrument signed by an authorized officer of the Company certifying,

> (1) for each Project Year (i) the Yearly Average number of Full-Time Employees at the Facility, and (ii) the amount of Wages paid to Full-Time Employees at the Facility, and
>
> (2) for each Project Year, the Capital Investment made or caused to be made by the Company at the Facility Site during such Project Year, as well as the then aggregate amount of the Capital Investment made or caused to be made by the Company at the Facility Site.

The Company shall provide such other information as the City or the IDB shall reasonably request to enable the IDB to confirm the information being certified by the Company.

Section 4.4 **10 Year Jobs Maintenance Period.** The Company hereby agrees that, for each Reporting Year during the 10 Year Jobs Maintenance Period, the Company shall employ at the Facility at least 382 Full-Time Employees earning the Minimum Average Hourly Wage (the "10 Year Jobs Maintenance Requirement").

(a) **Reporting by Company During 10 Year Jobs Maintenance Period.** No later than 45 days following the last day of each Reporting Year during the 10 Year Jobs Maintenance Period, and at such other times as the IDB may reasonably request, the Company shall furnish to the IDB, as agent of the City, an instrument signed by an authorized officer of the Company certifying, for each Reporting Year (i) the Yearly Average number of Full-Time Employees at the Facility, and (ii) the amount of Wages paid to Full-Time Employees at the Facility. The Company shall provide such other information as the IDB shall reasonably request to enable the IDB to confirm the information being provided by the Company.

(b) **Recapture Payment Obligations During the 10 Year Jobs Maintenance Period.** (i) The Company hereby agrees that, for any Reporting Year during the 10 Year Jobs Maintenance Period, if the Company does not maintain sufficient Full-Time Employees to meet a Yearly Average at least equal to the 10 Year Jobs Maintenance Requirement (the "Yearly Average Target") and the Minimum Average Hourly Wage, then the Company shall pay to the City an amount as shall equal 10% of the greater of:

(1) the sum equal to the product of a percentage [which percentage is equal to 1 minus (the Yearly Average Target) less (the Yearly Average number of Full-Time Employees employed by the Company during the Reporting Year)] divided by (the Yearly Average Target] multiplied by (the Recapture Base); or

(2) the sum equal to the product of a percentage [which percentage is equal to 1 minus [($54.20) less (the Actual Average Hourly Wage paid by the Company during the Reporting Year)] divided by ($54.20) multiplied by (the Recapture Base).

For purposes of the calculation in (2) immediately above, if the number of Full-Time Employes for the Reporting Year is over 382, then the Company may elect to provide the average hourly Wage respecting any collection of 382 Full-Time Employees selected by the Company).

Section 4.5 **Total Cap on Recapture Payments; Timing of Recapture Payments; Survival.** (a) Notwithstanding anything contained in this Agreement to the contrary, whether express or implied, the maximum amount of Recapture Payments that may ever be owed by the Company shall in no event exceed $26,000,000. In the event any of the calculations described in this Article IV should ever result in the Company owing total Recapture Obligation payments in excess of $26,000,000, then the terms of this Section 4.5 shall control and the amount deemed owed by the Company in excess of $26,000,000 shall no longer be owed or deemed owed by the Company.

(b) Any Recapture Payment or Recapture Payments due by the Company under this Article IV shall be paid by the Company to the City within 30 days of becoming due.

(c) The Parties agree that the right of the City to receive any Recapture Payment or Recapture Payments owing under this Agreement shall survive termination of this Agreement.

ARTICLE V
EVENTS OF DEFAULT AND REMEDIES

Section 5.1 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 this Agreement (a "Local Authorities 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 City shall fail to deliver the Facility Site Deed as set forth in the Facility Site PTA;

(ii) the City shall fail to make a City Payment as and when due;

(iii) the dissolution or liquidation of any Local Authority, or the filing by any Local Authority of a voluntary petition in bankruptcy, or any Local Authority seeking or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of any Local Authority as a bankrupt, or any assignment by any Local Authority for the benefit of its creditors, or the entry by any Local Authority into an agreement of composition with its creditors, or if a petition or answer is filed by any Local Authority proposing the adjudication of the Local Authority 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 60 days; or

(iv) material failure by a Local Authority to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of 30 calendar days after written notice thereof from the Company, unless (A) the Company shall agree in writing to an extension of such period prior to its expiration, or (B) during such 30-day period or any extension thereof, the Local Authority has commenced and is diligently pursuing appropriate corrective action and has cured such default within 60 days.

(b) If a Local Authority Event of Default occurs, the Company shall have available to it all rights and remedies, both legal and equitable, provided by law (including without limitation specific performance and mandamus; provided, however, the Company agrees that it

shall not be entitled to or otherwise pursue any punitive, incidental, consequential, business interruption, or similar damages, whether arising at law, in equity or otherwise).

Section 5.2 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 by 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 the Company 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 60 days; or

(ii) material failure by the Company to perform or observe any of its agreements or covenants contained in Article IV of this Agreement, which failure shall have continued for a period of 30 days after written notice thereof from the City or the IDB, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, or (B) during such 30-day period or any extension thereof, the Company has commenced and is diligently pursuing appropriate corrective action and, further, the Company has cured such default within not more than 60 days.

(c) If a Company Event of Default occurs, the City's and the IDB's sole and exclusive remedies shall be to receive the reconveyance of the Facility Site as set forth hereunder and/or to receive the Recapture Payments as provided in this Agreement. Each of the City and the IDB agrees that it shall not be entitled to or otherwise pursue any punitive, incidental, consequential, business interruption, or similar damages, whether arising at law, in equity or otherwise; provided further, each of the City and the IDB shall have no rights to pursue remedies or other rights against the Company upon a Company Event of Default for failure to (i) Commence Construction of the Facility by the Commencement of Construction Deadline if the Company shall have timely reconveyed the Facility Site to the City as required under this Agreement and under any of the terms of the Facility Site PTA and the Restrictive Covenant Agreement, or (ii) Commence Operations of the Project by the Commencement of Operations Deadline, achieve the Jobs Target by the Jobs Target Deadline, and/or achieve the Capital Investment Target by the Capital Investment Deadline should the Company have timely paid the City the Recapture Payment or Recapture Payments due to the City in connection therewith.

Section 5.3 Remedies Subject to Applicable Law. All rights, remedies and powers provided in this Article VI 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 VI 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 VI
MISCELLANEOUS PROVISIONS

Section 6.1 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 6.2 Entire Agreement. This Agreement, including the Exhibits attached hereto, 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 the Party against whom enforcement of any change, modification, or discharge is sought.

Section 6.3 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 any Party hereto except upon the written consent of the other Party hereto; provided, however, that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any financially solvent Affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; 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 Local Authorities, to be expressed in writing and signed by an authorized representative of each Local Authority.

Section 6.4 Binding Effect; Governing Law. 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.

Section 6.5 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
305 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:

Eli Lilly and Company
Lilly Corporate Center
Indianapolis, Indiana 46285
Attn: Erik Orstead, Sr. Director Strategic Real Estate
Email: Orstead_erik_m@lilly.com

With a copy to:

Taft Stettinius & Hollister LLP
One Indiana Square, Suite 3500
Indianapolis, Indiana 46204
Attn: Erik D. Ponader
Email: eponader@taftlaw.com

(b) 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.

Section 6.6 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 herein are limited by the limitations imposed by the Alabama Constitution.

Section 6.7 Survival of Covenants. The covenants in this Agreement shall not terminate until they have been fully performed or have expired by their terms.

Section 6.8 No Waiver. No consent or waiver, express or implied, by any 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 any 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 any Party hereto shall be construed to be a waiver or limit the need for such consent in any other or subsequent instance.

Section 6.9 Venue.

(a) 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 6.10 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 6.11 Headings. The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

Section 6.12 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 VII
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.

"Actual Average Hourly Wage" shall mean an average wage computed by the following formula: (Wages for all Full-Time Employees in a Reporting Year) divided by (hours worked by all Full-Time Employees in the same Reporting Year).

"C.O. Date" shall mean the date on which a certificate of occupancy is issued for the Facility.

"Capital Investment" shall have the meaning as provided in Section 40-18-370 of the Code of Alabama (1975), as amended.

"Capital Investment Deadline" shall mean the last day of the Capital Investment Period.

"Commence Construction", "Commenced Construction" or "Commencement of Construction" shall mean completion of the pouring of the foundation and footings for the Facility on the Facility Site.

"Commence Operations" or "Commencement of Operations" shall mean that research, development, production and distribution operations at the Project have commenced at the Facility Site.

"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.

"Facility Site Deed" shall mean the deed from the City conveying the Facility Site to the Company.

"Facility Site Possession Date" shall mean the date of the Facility Site Deed.

"Force Majeure Event" shall mean a matter which the Company is unable to control, including acts of God, acts of terrorism, shortages or unavailability of materials or labor, strikes or other labor troubles, governmental restrictions and limitations, delays not caused by the Company in connection with the receipt or issuance of any permits or approvals by any governmental authority or agency, war or other national emergency, delay in transportation, civil riot, declared state of emergency or public health emergency, epidemic, pandemic (including, without limitation, COVID-19), government-mandated quarantine, stay-at-home orders, shelter-in-place orders, travel bans, government-mandated closures, accidents, fire, damage or other casualties, natural disasters, including without limitation floods, earthquakes, tornadoes and hurricanes and other extreme weather, but excluding unfavorable economic conditions.

"Fringe Benefits" shall include, but are not limited to, health insurance, retirement, life insurance, workers' compensation, unemployment compensation, and Federal Insurance Contributions Act taxes; provided, that the amount of any 401(k) contributions, elected or contributed by an employee (as distinguished from a matching contribution or similar 401(k)

contribution made by the employer for the benefit of an employee) shall not be deemed a "Fringe Benefit" and shall not be subtracted from the definition of "Wages".

"Full-Time Employee" shall mean a person that is:

(i) being paid directly by the Company for not less than an average of 36 hours per week, is employed at the Facility, and who 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

(ii) an employee of a direct contractor of the Company who is paid by the Company's direct contractor for working at the Facility for not less than an average of 36 hours per week, or

(iii) a person working under a contract with the Company for working at the Facility for not less than an average of 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 which are intended to be part of the Project. All Full-Time Employees shall be eligible to receive any Fringe Benefit provided by his or her employer.

"Minimum Average Hourly Wage" shall mean a Reported Average Hourly Wage that is equal to or greater than $54.20, exclusive of Fringe Benefits.

"Project Year" shall mean each calendar year during the term of this Agreement, with the first Project Year commencing January 1 of the first calendar year immediately following the calendar year of the Facility Site Possession Date.

"Reported Average Hourly Wage" shall mean, as of any date of calculation, an average wage computed by the following formula: (Wages for all Full-Time Employees for the date or the period, as the case may be, being reported) divided by (hours worked by all Full-Time Employees for the same date or period, as the case may be, being reported).

"Recapture Base" shall mean $26,000,000.

"Recapture Payments" shall mean any payments due by the Company under Article IV of this Agreement, including any (i) Capital Investment Recapture Obligation payment, (ii) Jobs

Target Recapture Obligation payment, (iii) Commencement of Operations Recapture Obligation payment, (iv) Closure/Relocation Recapture Obligation payment, and (v) other payment due by the Company during the 10 Year Jobs Maintenance Period under Section 4.4(d) of this Agreement.

"Recapture Year" shall mean any Reporting Year in which the Company fails to satisfy the 10 Year Jobs Maintenance Requirement during the 10 Year Jobs Maintenance Period.

"Reporting Year" shall mean each calendar year during the 10 Year Jobs Maintenance Period.

"Wage" or "Wages" shall have the meaning as provided in Section 40-18-370 of the Code of Alabama (1975), as amended; provided, in no event shall "Wage" or "Wages" include Fringe Benefits.

"Yearly Average" shall mean an average number of Full-Time Employees calculated on an annual basis for each Reporting Year. The Yearly Average shall be calculated by adding the total number of Full-Time Employees on the 15th day of each month in the applicable Reporting Year and dividing that sum by 12.

"10 Year Jobs Maintenance Period" shall mean a 10-year period beginning on the January 1st immediately following the end of the Jobs Target Deadline, or, following the Company's satisfaction of the Jobs Target by the Jobs Target Deadline, such earlier January 1st as shall be designated by the Company in writing as the first day of the 10 Year Jobs Maintenance Period and delivered to the IDB, as agent of the City.

"10 Year Jobs Maintenance Requirement" shall mean 382 Full-Time Employees earning the Minimum Average Hourly Wage.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the City, the IDB, 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 date and year first above written.

"**CITY**":

CITY OF HUNTSVILLE, ALABAMA

ATTEST:

_____
Shaundrika Edwards, City Clerk

By:_____
Tommy Battle, Mayor

(SEAL)

"**IDB**":

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HUNTSVILLE

ATTEST:

_____
Secretary

By:_____
Chairman

(SEAL)

"**COMPANY**":

ELI LILLY AND COMPANY

By:_____

Its:_____

EXHIBIT A
FACILITY SITE

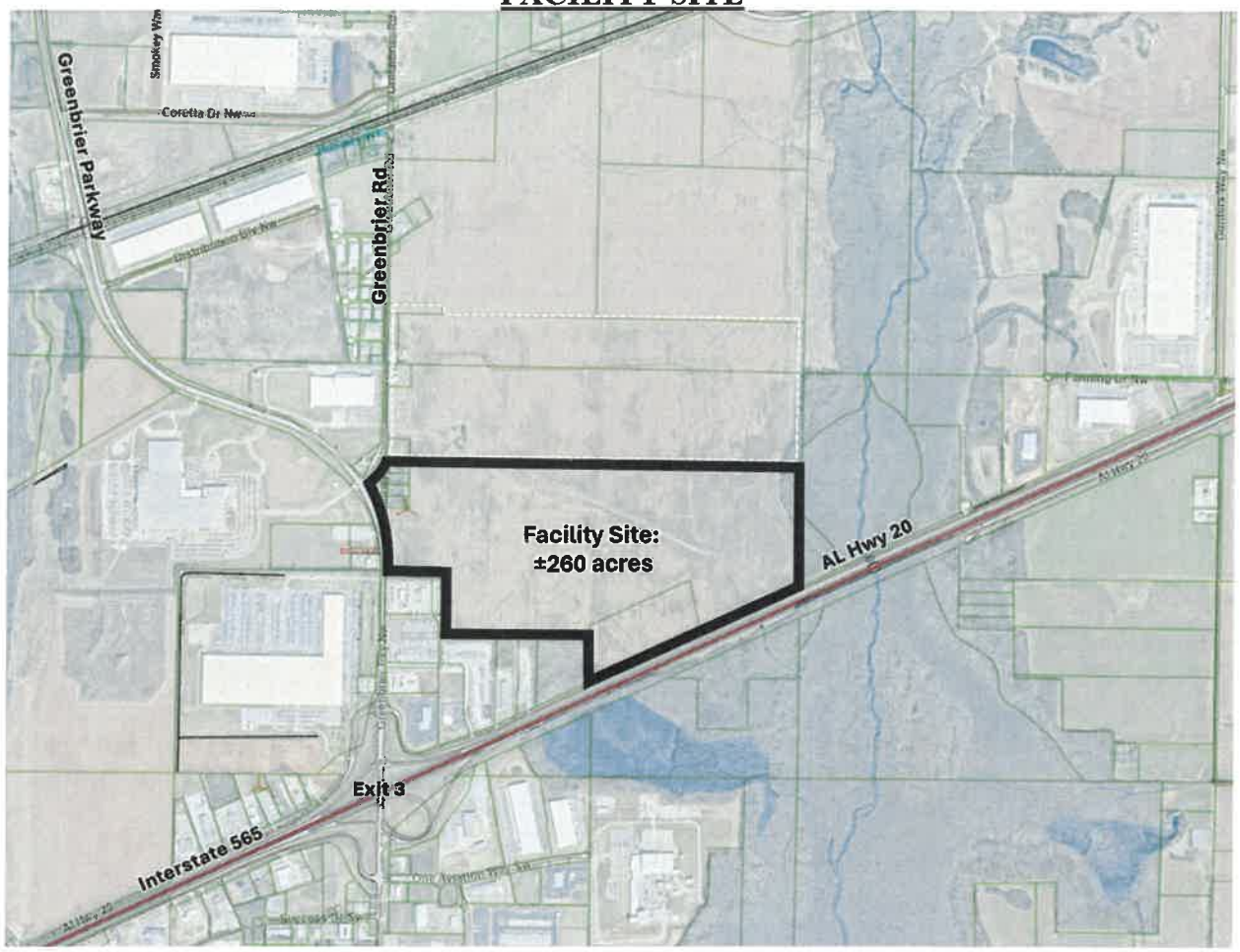


EXHIBIT B
EXPANSION SITE

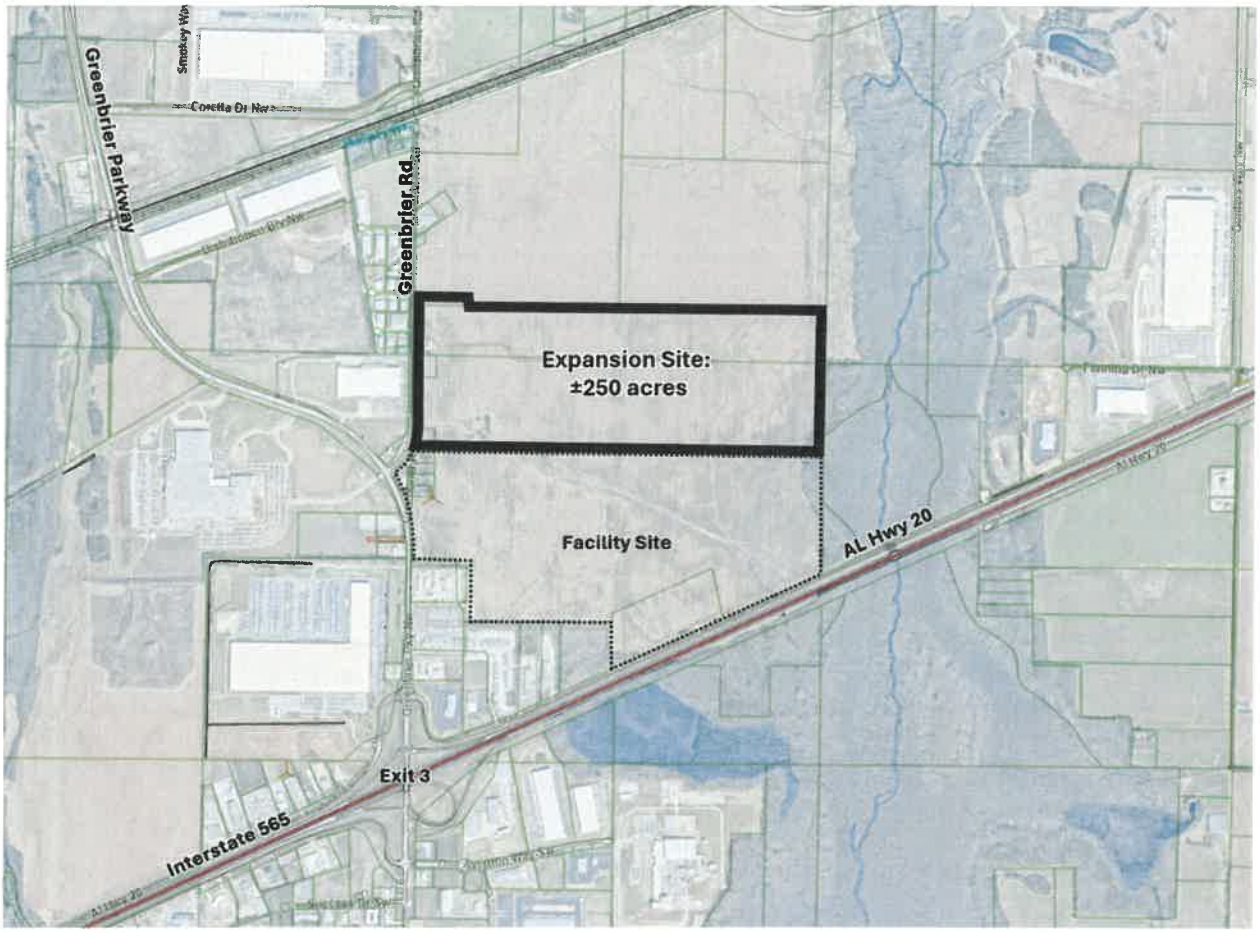


EXHIBIT C
FORM OF PTA

EXHIBIT D
CITY PAYMENTS CERTIFICATE
FORM OF REQUEST FOR CITY PAYMENT

REQUEST FOR CITY PAYMENT NO. [1/2]

Date: _____, 20__

Amount Requested: $1,000,000

Applicable Project Development Agreement Section: [Section 2.3(i)]/[Section 2.3(ii)]

Pursuant to the Project Development Agreement dated _____, 2026 (the "Project Development Agreement") between the City of Huntsville (the "City") and Eli Lilly and Company, a corporation under the laws of the State of Indiana (the "Company"), the Company hereby represents, declares, and certifies as follows:

(a) The Company hereby requests payment of $1,000,000 pursuant to [Section 2.3(i)]/[Section 2.3(ii)] of the Project Development Agreement.

(b) the Company hereby certifies that 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 at the Facility, as follows:

	Month 1	Month 2	Month 3	Average
Full-Time Employees				
Average Hourly Wage[1]				

(c) Attached hereto is 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.

(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:

_____
_____
_____

(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).

[1] Excludes Fringe Benefits and overtime pay.

IN WITNESS HEREOF, the undersigned has executed and delivered this certificate to the City this ____ day of ____, 20__.

Eli Lilly and Company

By: _____

Title: _____

EXHIBIT E
CAPITAL INVESTMENT CHART

	YE2026	YE2027	YE2028	YE2029	YE2030	YE2031	YE2032	Total
New Improvements and Investment								
Real Property Improvements								
Site Preparation	$377,093,654	$460,892,243	$0	$0	$0	$0	$0	$837,985,897
Site Infrastructure	$0	$5,682,550	$14,206,376	$14,206,376	$11,365,101	$8,523,826	$2,841,275	$56,825,505
Building Shell Construction	$0	$58,464,994	$146,162,486	$163,701,984	$128,622,987	$64,311,494	$23,385,998	$584,649,942
Interior Buildout	$0	$51,919,387	$114,222,651	$129,798,467	$103,838,774	$67,495,203	$51,919,387	$519,193,870
Tank Farm & Pipe Rack	$0	$0	$15,555,926	$42,001,000	$46,667,777	$28,000,666	$23,333,889	$155,559,258
Subtotal	**$377,093,654**	**$576,959,175**	**$290,147,439**	**$349,707,827**	**$290,494,639**	**$168,331,189**	**$101,480,549**	**$2,154,214,472**
Personal Property								
Machinery & Equipment	$0	$147,742,365	$398,904,387	$369,355,914	$339,807,441	$177,290,839	$44,322,710	$1,477,423,655
IT	$0	$2,964,770	$7,411,925	$8,894,310	$7,411,925	$2,964,770	$0	$29,647,701
Furniture & Fixtures	$0	$4,415,243	$9,124,836	$9,419,186	$5,003,942	$1,471,748	$0	$29,434,956
Environmental Controls	$0	$50,000,000	$50,000,000	$125,000,000	$150,000,000	$75,000,000	$50,000,000	$500,000,000
Solvent Recovery	$0	$0	$3,986,415	$10,763,321	$11,959,245	$7,175,547	$5,979,623	$39,864,151
Subtotal	**$0**	**$205,122,379**	**$469,427,563**	**$523,432,731**	**$514,182,554**	**$263,902,904**	**$100,302,332**	**$2,076,370,462**
REAL & PERSONAL PROPERTY TOTAL	**$377,093,654**	**$782,081,554**	**$759,575,002**	**$873,140,558**	**$804,677,193**	**$432,234,092**	**$201,782,881**	**$4,230,584,934**
Additional Expenses								
Pro Services (Design+C/Q)	$50,090,126	$150,270,377	$175,315,440	$112,702,783	$81,396,454	$37,567,594	$18,783,797	$626,126,570
Construction Management	$21,999,042	$43,998,083	$65,997,125	$87,996,167	$109,995,208	$87,996,167	$21,999,042	$439,980,833
Owner Costs Production	$10,322,627	$41,290,509	$51,613,136	$65,376,639	$72,258,391	$68,817,515	$34,408,757	$344,087,575
Subtotal	**$82,411,795**	**$235,558,969**	**$292,925,701**	**$266,075,588**	**$263,650,053**	**$194,381,276**	**$75,191,596**	**$1,410,194,978**
TOTAL INVESTMENT	**$459,505,448**	**$1,017,640,523**	**$1,052,500,703**	**$1,139,216,146**	**$1,068,327,246**	**$626,615,368**	**$276,974,477**	**$5,640,779,912**

EXHIBIT F
EMPLOYMENT RAMP-UP CHART

		YE2026	YE2027	YE2028	YE2029	YE2030	YE2031	
Job Title	*Avg. Wage (Base Salary + Avg. Bonus)*	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	*Total*
Lead Team	$290,000	4	4	2	0	0	0	10
Manager	$176,000	4	8	9	3	2	1	27
Operations/Production Support	$74,000	1	4	30	35	45	45	160
Maintenance	$103,000	1	2	10	15	15	1	44
QCL/QC	$124,000	1	20	25	25	25	2	98
Engineering/Technical	$150,000	10	15	20	20	15	6	86
Finance HR SC	$142,000	2	3	6	10	2	1	24
Total Payroll:	$52,484,000	*23*	*56*	*102*	*108*	*104*	*56*	*449*

EXHIBIT G
UTILITY REQUIREMENT

Natural Gas: Firm natural gas service to the site with commitment to the capacities and dates below.

Phase	Avg. Consumption (cumulative):	Peak Consumption (cumulative):	Timeline Needed:
CUP Startup	2,500 therms/hour (250 MMBtu)	3,300 therms/hour (330 MMBtu)	Q1 2029 (*i.e.* by 3/30/2029)
Full Operations	5,000 therms/hour (500 MMBtu)	6,700 therms/hour (670 MMBtu)	Q2 2030 (*i.e.* by 6/30/2030)
Future Expansions (potential)	*Additional 2,075 therms/hour* 7,075 therms/hour total (708 MMBtu)	*Additional 2,075 therms/hour* 8,775 therms/hour total (878 MMBtu)	Q1 2032 or later

Water: Water service to the site with commitment to the capacities and dates indicated below. A minimum water pressure of 65 PSI is required.

Phase	Average Daily Consumption Capacity Needed (cumulative):	Peak Consumption GPM (cumulative):	Timeline Needed:
CUP Startup	350,000 GPD	630 GPM	Q1 2029 (*i.e.* by 3/30/2029)
Certificate of Occupancy	750,000 GPD	1,350 GPM	Q3 2029 (*i.e.* by 9/30/2029)
Additional Ramp-up Steps	1,500,000 GPD	1,350 GPM	Q2 2030 (*i.e.* by 6/30/2030)
Future Expansions (potential)	*Additional 500,000 GPD* 2,000,000 GPD cumulative total	*Additional 460 GPM* 1,810 GPM total	Q1 2032 or later

Wastewater: Service to the site with commitment to the capacities and dates indicated below.

Phase	Average Daily Discharge Capacity Needed (cumulative):	Peak Discharge GPM (cumulative):	Timeline Needed:
CUP Startup	350,000 GPD	583 GPM	Q1 2029 (*i.e.* by 3/30/2029)
Certificate of Occupancy	600,000 GPD	600 GPM	Q3 2029 (*i.e.* by 9/30/2029)
Additional Ramp-up Steps	1,400,000 GPD	1,400 GPM	Q2 2030 (*i.e.*, by 6/30/2030)

Future Expansions (potential)	*Additional 400,000 GPD* 1,800,000 GPD cumulative total	Discharge rate does not change GPM from above	Q1 2032 or later

Electric Power: Initial capacity requirement of 80 MW by Q2-2028. A full electric ramp-up schedule will be provided at a later date. A 90% power factor is assumed for the operation; load factor 85%.

Phases	**Capacity Needed (Cumulative):**	**Timeline:**
Construction/Temporary Power	10 MW (not in cumulative)	Q3 2027 (*i.e.*, by 9/30/2027)
Other Interim Ramp-up Steps	25 MW	Q2 2028 (*i.e.*, by 6/30/2028)
CUP Startup	50 MW	Q1 2029 (*i.e.*, by 3/30/2029)
Full Operations	80 MW	Q2 2030 (*i.e.*, by 6/30/2030)
Future Expansions (potential)	*Additional 25 MW* 105 MW cumulative total	Q1 2032 or later

Electric Service: The operation will be 24/7 and require fully uninterruptible power; dual feed circuits and a fully redundant automatic transfer service. The electrical load associated with production will be a constant uniform load. Electrical demand will fluctuate based on the seasons but will be correlated with the grid's forecasted demand. Customer dedicated substation will be needed.

EXHIBIT B
FORM OF PROPERTY TRANSFER AGREEMENT

PROPERTY TRANSFER AGREEMENT

THIS PROPERTY TRANSFER AGREEMENT (this "Agreement") is made and entered into by, between and among **Eli Lilly and Company,** an Indiana corporation, or its permitted assignee ("Buyer" or "Company"), and **City of Huntsville, Alabama, an Alabama municipal corporation** (the "City" or "Seller") effective as of this _____ day of _____, 2026 (the "Effective Date").

WHEREAS, the City owns fee simple title to the Property (defined below), located in Limestone County, Alabama, and Buyer desires to acquire said Property to be used as a manufacturing facility, as more particularly described in that certain Project Development Agreement of even date, a copy of which is attached as **Exhibit C** hereto (the "**Project Agreement**") by, between and among Buyer, the City, and The Industrial Development Board of the City of Huntsville (the "**IDB**").

NOW THEREFORE, in consideration of the premises, which are incorporated herein by reference, and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Company agree as follows:

1. Property Transfer:_. Subject to and in accordance with the terms of this Agreement, and in exchange for valuable consideration described herein, the City agrees to transfer to the Company an approximately **260 acre** +/- tract of land located in Limestone County, Alabama, as more particularly described in **Exhibit A**, together with any and all structures, fixtures and other improvements thereon and all rights (including mineral rights owned by the City), privileges, tenements and hereditaments appurtenant thereto, except for certain public utility easements and infrastructure set forth on **Exhibit D** attached hereto the "**Retained Easements**"), which shall be reserved unto the City at Closing (the "**Property**").

2. Property Transfer Commitments. At the closing and consummation of the transaction contemplated by this Agreement ("**Closing**") and in exchange for transfer of the Property from the City, the Company shall execute and make commitments to make certain investments and create jobs at the Property as set forth in the Project Agreement.

3. Title and Survey. Within ten (10) business days from the Effective Date, Seller shall cause Lanier, Ford, Shaver & Payne, P.C. (the "**Title Agent**") to issue a title commitment to Buyer (the "**Commitment**"), issued by First American Title Insurance Company, through its offices in Birmingham, Alabama ("**Title Insurer**"), which shall be in accordance with commercially reasonable standards and shall insure Buyer with good and marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances, leases (other than those existing outdoor billboard lease(s) and that certain Farm Lease between Seller and Devaney Brothers Farms, all of which leases shall be terminated by Seller on or before the Closing Date, and which are collectively referenced as the "**Leases**"), tenancies, covenants, conditions, restrictions, rights-of-way, easements and other matters affecting title, except for the Permitted Exceptions. "**Permitted Exceptions**" shall mean: a lien for taxes that are not yet due and payable; mineral rights not owned by the Seller; the Retained Easements; the Leases; and other matters as may be approved by Buyer in its sole discretion. Seller shall cause the Commitment to be updated prior to Closing. On or prior to Closing, Seller must remove all delinquent taxes, mortgages, and deeds of trust, as well as mechanic's or materialmen's liens and monetary liens (whether or not objected to by Buyer). Seller shall obtain an ALTA survey of the Property (the "**Survey**"), the survey will be utilized for the preparation of the Plat (defined below), the legal description of which shall be included in the statutory warranty deed to be delivered by Seller to Buyer at Closing. The Commitment shall be updated within thirty (30) days prior to delete the standard survey exceptions and to delete the exception for mechanic's and materialmen's liens. The Commitment shall also provide for, at Buyer's request, the issuance of an ALTA 35 endorsement.

Buyer shall give the Seller written notice of any exceptions to title shown on the Commitment or the Survey which are disapproved by Buyer (the "Title Disapproval Notice") prior to the expiration of the Inspection Period (hereinafter defined). Seller shall have up to ten (10) days after its receipt of the Title Disapproval Notice within which to notify Buyer (the "Title Response Notice") that it will or will not commit to remove, on or before Closing, any of the disapproved exceptions set forth in the Title Disapproval Notice (the Seller having the right but not the obligation to do so). The Seller's failure to deliver a Title Response Notice as to a particular disapproved exception set forth in the Title Disapproval Notice shall be deemed to mean that the Seller will not commit to remove such disapproved exception. If Buyer fails to deliver the Termination Notice (as defined below) prior to the expiration of the Inspection Period, then Buyer shall be deemed to have approved the exceptions listed in the Commitment and the Survey, except those disapproved exceptions set forth in the Disapproval Notice that Seller has affirmatively committed to remove in the Title Response Notice. Buyer may object to any matters set forth in any update of the Commitment or Survey on the same terms set forth herein provided that Buyer shall give the Seller written notice of its objection to any such new matters within five (5) business days of receipt of such update to the Title Commitment or Survey, and Seller shall remove such items from Commitment or Survey prior to Closing. Notwithstanding the foregoing provisions or anything to the contrary contained in this Agreement, Buyer hereby objects to (i) any mortgage lien and/or financing statement, and/or monetary lien encumbering the Property, (ii) any mechanic's lien or materialman's lien unless resulting from work performed by or on behalf of Buyer, and (iii) all other monetary claims of an ascertainable amount encumbering the Property (except for taxes not yet due and payable) and the Seller agrees to cause all such liens to be terminated and released, at the Seller's sole cost, on or prior to Closing.

4. Investigation Activities. The City shall allow the Buyer such access to the Property as the Buyer requires to perform environmental, geotechnical, and other inspections, investigations, and assessments of the Property as the Buyer deems necessary or desirable to determine the suitability of the Property for the Project (the "**Investigation Activities**"). Buyer shall have ninety (90) days from the Effective Date to conduct and perform Investigation Activities or other related due diligence on the Property ("**Inspection Period**"). Buyer may extend the Inspection Period for three (3) periods of thirty (30) days each upon written notice to Seller prior to expiration of the then current Inspection Period. Buyer shall indemnify and hold harmless Seller from and against any and all expenses, claims, or losses arising from or in connection with any activities of Buyer, its officers, agents, employees, or contractors on the Property prior to Closing, including without limitation, any attorney's fees or court costs occasioned by any such claims. Notwithstanding the foregoing, Buyer shall have no liability or obligation to indemnify Seller or Seller's members, officers, agents and employees for (a) the discovery of any pre-existing conditions at the Property including any damage caused by such conditions, except to the extent Buyer or Buyer's representatives aggravates or exacerbates such conditions, or (b) any claims to the extent caused by the negligence or willful actions of Seller or any of Seller's members, officers, agents and employees. Upon completion of all Investigation Activities, Buyer in its sole discretion may elect to either (a) deliver to the City, on company letterhead and signed by a duly authorized officer of Buyer, written notice specifying that Buyer has completed all Investigation Activities and other due diligence it deemed necessary and desirable respecting the Property, and expressing Buyer's desire to proceed with the purchase and acquisition of the Property from the City ("**Inspection Notice**"), or (b) for any reason or no reason, and in Buyer's sole discretion, terminate this Agreement and the parties shall have no further obligation hereunder. In the event Buyer fails to give the Inspection Notice, Buyer shall be deemed to have elected to terminate this Agreement as provided in subparagraph (b) above. The Inspection Notice shall be given in accordance with **Section 12** below.

5. Due Diligence Materials.

(a) Due Diligence Documents. Promptly following the Effective Date, Seller shall provide Buyer copies of all diligence documents previously performed on the Property, and such other information and documents related to the Property, to the extent the same are in Seller's actual possession

or reasonable control (collectively, "**Due Diligence Documents**"), including, without limitation, the following:

(i) Seller's most recent survey of the Land;

(iii) Property tax bills for calendar years 2022, 2023, 2024, and 2025;

(iv) Wetlands delineations and environmental reports concerning the Property;

(v) Governmental or quasi-governmental permits or approvals;

(vi) Any prior surveys of the Property;

(vii) Topographical, geological, geotechnical subsurface exploration, soils and engineering studies and reports for the Property;

(viii) Development, zoning or entitlements agreements and applications;

(ix) Seller's most recent title commitment and owner's policy of title insurance ("Title Policy");

(x) Covenants, conditions and restrictions affecting the Property;

(xi) Design or architectural guidelines or limitations affecting the Property;

(xii) Easements, rights of way and other such matters affecting the Property;

(xiii) Tests, studies, reports and documents relating to the Property and any other information as may be reasonably requested by Buyer; and

(xiv) Any existing leases, subleases, license agreements, occupancy agreements, or similar agreements to which the Property, or any portion thereof, is subject to.

(b) Additional Due Diligence Studies. Promptly following the Effective Date, Seller, at its sole cost and expense, shall cause to be prepared and certified to Buyer, and deliver to Buyer copies of the following (the "Due Diligence Studies"):

(i) An AAI compliant Phase 1 Environmental Site Assessment dated within six (6) months of the Closing Date issued to the Buyer.

(ii) An geotechnical report using sampling locations identified by and acceptable to the Buyer.

(iii) A "cultural assessment" and endangered species study of the Property.

(iv) An ALTA/NSPS survey of the Property, including a wetlands study and assessment.

6. Representations and Warranties.

(a) City Representations and Warranties. The City represents and warrants to Buyer that at the time of execution of this Agreement and that as of the Closing Date:

(i) 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 (1) any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the City is a party or, to the City's knowledge, to which the City or its assets or properties are subject or (2) to the City's knowledge, any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the City or any of its assets or properties.

(ii) There is not now pending nor, to the knowledge of the City, threatened, any suit, action, investigation, claims or proceedings affecting the City which questions or affects (1) the validity or organization of the City, (2) the members, titles or positions of the members of the City Council or the manner in which the officers of the City are selected, or (3) the subject matter of this Agreement.

(iii) The City has the full power and authority to enter into and perform this Agreement and perform its obligations hereunder and has received all approvals necessary in connection with the foregoing including without limitation the approvals of the Huntsville City Council;

(iv) The City represents that the Title Policy insures the City's fee simple title to the Property and the City warrants it will convey fee simple title to the Property to Buyer at Closing subject only to the Permitted Exceptions.

(v) The City has not received any written notice that the Property or any portion or portions thereof is or will be subject to or affected by any special assessments other than (a) as will be disclosed in the Title Commitment, or (b) any ad valorem taxes imposed pursuant to applicable ordinances.

(vi) The City has not received any written notice from any applicable governmental authority that the Property is in violation of any laws, regulations, codes, ordinances, orders or requirements affecting the Property.

(vii) The City has not received written notice from any governmental or quasi-governmental agency or authority indicating that the Property is in violation of any Environmental Laws and Regulations (as hereafter defined) that has not been remedied. The City has not engaged in any activities thereon in violation of any Environmental Laws and Regulations (including any unlawful storage, use, treatment, manufacture or disposal of any Hazardous Materials (as hereinafter defined)). For purposes hereof, the term "**Hazardous Materials**" shall mean and refer to any "hazardous waste" or "hazardous substance," as such terms are set forth in, under or pursuant to the Environmental Laws and Regulations (as hereinafter defined), oil or petroleum products or their derivatives, polychlorinated biphenyls, asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive, corrosive, explosive, contaminating or polluting materials which are now or in the future subject to governmental regulation. "**Environmental Laws and Regulations**" shall mean any federal, or applicable state or local laws now or hereafter in effect relating to pollution or protection of the environment or emissions, discharges, spills, releases or threatened releases of any Hazardous Materials into the environment (including without limitation indoor air, ambient air, surface water, ground water or land), including without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, as amended, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. §§ 9601 *et seq.*, as amended, the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 *et seq.*, as amended, the Clean Water

Act, 33 U.S.C. §§ 1251 *et seq.*, as amended, the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, as amended, the Toxic Substance Control Act, 15 U.S.C. § 2601 *et seq.*, as amended, and any rules and regulations now or hereafter promulgated under any of such acts

(viii) The City has not received written notice of any actions, suits, proceedings or proposals of any kind or nature whatsoever relating to any proposed changes to the highways, roadways and/or access ways adjoining or adjacent to the Property, including, without limitation, the widening thereof, construction of acceleration/deceleration lanes, changes in or additions to existing or approved curb cuts, proposed or pending installation or removal of traffic lights or any other changes or proposed changes in traffic patterns or management of traffic flow there over.

(ix) To the Seller's knowledge, without investigation or inquiry, the Due Diligence Materials provided by Seller to Buyer are all of the Due Diligence Materials in Seller's actual possession or reasonable control.

The foregoing representations and warranties shall survive the Closing. Buyer shall be entitled to seek the remedies as a result of the City's breach or violation pursuant to the provisions of Section 11 (a) below.

As used in this Agreement, "Seller's knowledge" or "City's knowledge" or terms of similar import, means the actual knowledge of Shane Davis, Kathy Martin, and Trey Riley (the "**City's Knowledge Group**"), without any special duty to investigate and without regard to any implied, imputed or constructive knowledge of the City's Knowledge Group; provided, however, that Seller represents and warrants that the City's Knowledge Group are the representatives of Seller with the most knowledge of the Property and are the most likely to possess the necessary knowledge to make the representations and warranties contained in this Section 6 and this Agreement.

Prior to Closing, Seller shall have the right to supplement the Representations and Warranties contained in this Section 6 (based on newly discovered information or resulting for a change in circumstances and/or facts) any of Seller's Representations and Warranties by delivering written notice thereof to Buyer, and any such supplement shall be deemed an amendment of this Section. No supplement shall be considered a breach by Seller of any of Seller's Representations and Warranties or form the basis for any claim by Buyer against Seller under this Agreement with respect to Seller's Representations and Warranties. In the event any such supplement disclosures a fact or circumstance respecting the Property that Buyer reasonably determines adversely affects the Property or Buyer's ability to develop and operate the Project, the Buyer, as its sole remedy, shall have the right to terminate this Agreement by delivering written notice thereof to Seller, and neither party shall have any further obligations hereunder, except for those obligations that survive a termination of this Agreement

(b) Buyer Representations and Warranties. Buyer represents, warrants, and promises to the City at the time of execution of this Agreement and that as of the Closing Date:

(i) The Buyer is duly organized and validly existing as a corporation under the laws of the State of Indiana, 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 Buyer 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 such consents, filings, notices and hearings described herein, or already held or maintained.

(iii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the Buyer, violates, constitutes a default under or a breach of (i) the Buyer's certificate of incorporation or other organizational documents of the Buyer, (ii) any agreement, instrument, contract, mortgage or indenture to which the Buyer is a party or to which the Buyer or its assets are subject, or (iii) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to the Buyer or any of its assets.

There is not now pending nor, to the knowledge of the Buyer, threatened, any litigation affecting the Buyer which questions the validity or organization of the Buyer, or any of the representations and warranties of the Buyer contained herein.

7. Covenants of the Seller. The Seller covenants and agrees as follows:

(a) Seller shall promptly inform Buyer upon receiving any notice of any alleged violation of and, from the Effective Date until the Closing, shall comply with, any statute, ordinance, law, rule, regulation or code of any governmental authority having jurisdiction relating to the Property, or the use, occupancy or operation thereof, or any restriction, condition, covenant or agreement concerning the Property or the use, occupancy or operation thereof;

(b) From the Effective Date until the Closing, the Seller shall maintain, or cause to be maintained, the Property in the same order and condition as of the Effective Date, subject to normal wear and tear;

(c) From the Effective Date until the Closing, the Seller shall not, except with regard to the platting of the Property and the rezoning of a portion of the property from Highway Business C4 to Commercial Industrial Park (CIP), without the prior written consent of Buyer, which Buyer shall grant or deny in Buyer's sole discretion, enter into any agreement or instrument, or take any action, that would encumber the Property after the Closing or bind Buyer or the Property after the Closing.

(d) Seller agrees to reasonably cooperate Buyer, including furnishing Buyer with all necessary information, and executing such applications and other documents as may be required, in connection with Buyer's satisfaction of Buyer's due diligence. Furthermore, Seller shall, upon Buyer's reasonable request, attend and support Buyer's in any meetings or hearings of administrative officials and legislative bodies necessary to obtain such permits and approvals, including, without limitation, the Plan Approvals, as hereinafter defined; provided however, that the foregoing does not require that Seller waive any rights that Seller holds to review such applications and petitions in Seller's capacity as a municipal government.

(e) From and Effective Date until the Closing, the Seller shall comply with all material obligations of the Leases.

(f) Seller shall give Buyer immediate notice upon the occurrence of any event, or receipt of any notice, which might give rise to a breach by Seller of any of its representations or warranties as set forth in this Agreement.

(g) Seller shall cause the Property to be platted, with such conditions, easements, and matters of plat being a Permitted Exception. Seller shall consult with Buyer in connection with such replatting including providing Buyer with the opportunity to review and comment on the proposed plat prior to submission for governmental approval.

(h) Seller shall remove all irrigation equipment from the Property on or prior to the Closing Date.

8. Conditions to Closing for Seller. Seller's obligation to convey the Property to Buyer is contingent upon the following conditions being satisfied at the time the Closing is scheduled to occur:

(a) Buyer is not in default under any of the provisions of this Agreement or the Project Agreement beyond any applicable cure period; and

(b) Buyer shall have satisfied the development conditions set forth in Section 2.1(b) of the Project Agreement.

If any of the foregoing conditions to Closing for Seller are not satisfied as of the time Closing is scheduled to take place, Seller shall notify Buyer of such failure, and in the event Buyer fails to cure such failure within twenty (20) business days following receipt of such notice from Seller, then Seller may, at its option, terminate this Agreement by giving written notice to Buyer or waive the same; provided no waiver of such conditions shall be deemed to have been made unless expressly set forth in a writing signed by the City. The Closing Date shall be extended for an additional forty-five (45) days to permit Buyer's cure.

9. Conditions to Closing for Buyer. Buyer's obligation to purchase the Property from Seller is contingent upon all of the following conditions being satisfied at the time the Closing is scheduled to occur:

(i) Seller not having defaulted under or breached any of the provisions of this Agreement, including, without limitation, any of the representations and warranties set forth in **Section 6**;

(ii) Title Agent providing Buyer with a revised copy of the Commitment (the "Updated Commitment") that (A) has been down dated to Closing, (B) unconditionally and irrevocably committing the Title Insurer to insure that Buyer has good and marketable fee simple absolute title to the Property subject to the Permitted Exceptions, (C) contains no requirements that must be satisfied (other than the parties compliance with this Agreement) before a title insurance policy will be issued based thereon, and (D) contains no new exceptions that are not approved by Buyer;

(iii) This Agreement has been approved by the Huntsville City Council.

(iv) Buyer has obtained, in its sole discretion and judgment, all development and site plan approvals for Buyer's intended use and development of the Property, including approval from all governmental authorities, quasi-governmental authorities, utility providers, architectural review boards and any other similar entities (the "**Plan Approvals**"). Provided that Buyer is actively and diligently pursuing the Plan Approvals, in the event that Buyer has not obtained the Plan Approvals prior to the expiration of the Inspection Period, Buyer shall have the right to extend the Inspection Period for up to an additional sixty (60) days by written notice thereof given to Seller prior to the expiration of the Inspection Period, which written notice shall confirm that all contingencies set forth in **Section 4** have been satisfied. If Buyer is unable to obtain the Plan Approvals within the additional 60-day period, Buyer may terminate this Agreement by written notice thereof to Seller and this Agreement shall be deemed of no further force or effect.

(v) A portion of the Property must have been lawfully rezoned from Highway Business C4 to Commercial Industrial Park (CIP).

(vi) The Property must have been lawfully subdivided by the Seller in accordance with the City of Huntsville's subdivision regulations (the "Plat") with the Plat to be recorded on or before Closing.

If any of the foregoing conditions to Closing for Buyer are not satisfied as of the time Closing is scheduled to take place, Buyer may, at its option, extend the Closing Date until such time that the City satisfies all conditions precedent to Closing, or terminate this Agreement by giving written notice to the City, or waive the same; provided (i) no waiver of such conditions shall be deemed to have been made unless expressly set forth in a writing signed by the Buyer, and (ii) nothing contained herein shall be deemed to limit the remedies available to Buyer as a result of Seller's default hereunder.

10. Closing.

(a) Closing shall occur on or within thirty (30) days after expiration of the Inspection Period, or at such other date and time as may be mutually agreed upon by the parties (the "Closing Date"). The Closing shall be held at the office of Title Agent, or at such other place as is mutually agreeable to the parties. All closing documents and closing funds shall be provided on or before Closing to be held in escrow by Title Agent such that neither party shall be required to be physically present at Closing.

(b) At Closing, Seller shall deliver the following items to Buyer, properly executed and notarized and in form and substance acceptable to Buyer:

(i) Statutory warranty deed, in substantially the same form as attached **Exhibit "B"** (the "Deed"), conveying a good and marketable fee simple absolute estate in the Property to Buyer, together with all rights, interests, privileges, tenements and hereditaments appurtenant to the Property, except the Retained Easements. The Property shall be conveyed to Buyer subject only to the Permitted Exceptions.

(ii) Recorded or recordable releases terminating and releasing all Monetary Liens.

(iii)An owner's affidavit (without indemnity provisions if approved by the Title Insurer) for purposes of having the exceptions for mechanics' and materialmen's liens, the rights of parties in possession and unrecorded matters and any other standard pre-printed exceptions deleted from the Updated Commitment and the Title Policy, and any other documents, certificates and agreements that the title company requires to issue the Updated Commitment and the Title Policy.

(iv) An Assignment of Lease for each of the Leases;

(v) An updated Rent Roll;

(vi) A notice to each of the tenants under the Leases advising them of the sale of the Property and the assignment of the Leases;

(vii) All keys and security codes, if any, to any portion of the Real Property, to the extent in Seller's possession or control; and

(viii) All other documents reasonably requested by Buyer to carry out the transaction contemplated by this Agreement, including, but not limited to, (A) an IRS §1445 Certificate, (B) a settlement statement, and (C) formation documents, secretary's certifications, resolutions, brokers affidavits and other reasonable and customary documents establishing that Seller is duly authorized and empowered to enter into this Agreement and perform its obligations hereunder.

(c) At Closing, Buyer shall deliver the following items to Seller, properly executed and notarized and in form and substance acceptable to Seller:

(i) All documents reasonably requested by Title Agent and/or Seller to carry out the transaction contemplated by this Agreement, including, but not limited to, (A) a settlement statement, (B) resolutions establishing that Buyer is duly authorized and empowered to enter into this Agreement and perform its obligations hereunder, (C) brokers affidavits, and (D) other reasonable and customary documents necessary to close the transaction

Immediately upon the completion of the Closing, Seller shall deliver exclusive possession of the Property to Buyer, subject to the Permitted Exceptions.

(c) Closing Costs and Prorations. Each of the parties shall pay for their own respective attorneys' fees incurred in connection with the transaction contemplated by this Agreement. At Closing, Buyer shall pay for Buyer's attorney's fees, the title insurance premium(s)(including premiums for any endorsements), any nominal deed taxes and recording costs associated with the conveyance of the Property to Buyer that are not abated by the IDB, and all charges associated with any subordinate financing of Buyer's Facility improvements to of the Property, if any. At Closing, the City shall pay for the City's attorney's fees, title examinations performed by the Title Agent, the cost of the Survey, the Plat, any costs it may have incurred in clearing title, and the cost of preparing the Deed and other closing documents required by this Agreement. Any ad valorem assessments and/or property taxes (collectively, "Property Taxes") shall be prorated between the parties. If any Property Tax to be paid under this section cannot be paid at Closing, Buyer shall receive a credit against the Purchase Price equal to Seller's share thereof, and Buyer shall thereafter be responsible for paying the same; provided if such credit is not sufficient to pay Seller's share of the Property Tax in question, Seller shall pay the remainder of its share thereof to Buyer, upon demand. If the amount of any Property Tax is not known with certainty as of the Closing, the same shall be estimated based on the best available information, with adjustment between the parties as soon as reasonably possible. The provisions of this section shall survive the Closing and the delivery of the deed. Buyer shall retain any rents and other amounts paid under the Leases from and after the Closing Date. Seller shall retain any rents and other amounts paid under the Leases prior to the Closing Date, except for any prepaid rents attributable to time periods after the Closing Date, in which case the Seller shall either remit such amounts to Buyer or provide Buyer with a credit at Closing.

11. Default.

(a) City Default. Any one or more of the following shall constitute an event of default under this Agreement by the City (herein called a "City 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's seeking of or consenting to or acquiescing 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) failure by the City to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of thirty (30) days after written notice thereof from the Buyer, unless (A) the Buyer shall agree in writing to an extension of such period prior to its expiration, or (B) during such thirty (30) day period or any extension thereof, the City has commenced and is diligently pursuing appropriate corrective action.

If a City Event of Default exists, the sole and exclusive remedy of the Buyer shall be to elect to either (i) enforce specific performance, or (ii) terminate this Agreement. The Buyer shall not be entitled to any other damages whatsoever, including, without limitation, incidental or consequential damages, whether arising at law or in equity.

(b) Buyer Default. Any one or more of the following shall constitute an event of default under this Agreement by the Buyer (herein called a "Buyer 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 Buyer of its obligations hereunder, the dissolution or liquidation of the Buyer, or the filing by the Buyer of a voluntary petition in bankruptcy, or the Buyer's seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the Buyer as a bankrupt, or any assignment by the Buyer for the benefit of its creditors, or the entry by the Buyer into an agreement of composition with its creditors, or if a petition or answer is filed by the Buyer proposing the adjudication of the Buyer 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;

(ii) failure by the Buyer to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of thirty (30) days after written notice thereof from the City, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, or (B) during such thirty (30) day period or any extension thereof, the Buyer has commenced and is diligently pursuing appropriate corrective action.

If a Buyer Event of Default exists, the City's sole and exclusive remedy shall be to terminate this Agreement. The City shall not be entitled to any other damages whatsoever, including, without limitation, incidental or consequential damages, whether arising at law or in equity.

12. Notices. All notices, consents and other communications (collectively, "Notices") which may be or are required to be given by Seller or Buyer hereunder shall be properly given only if made in writing and sent to the address set forth below and may be provided by any of the following methods: (i) by hand delivery, (ii) U.S. Certified Mail (Return Receipt Requested), or nationally recognized overnight delivery service (such as UPS or FedEx), or (iii) through electronic mail, PDF, or similar electronic transmission. Such Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) or if delivered electronically, on the date the transmission is sent. Notices shall be addressed as follows:

If to Seller: City of Huntsville
305 Fountain Circle, 4th Floor
Huntsville, Alabama 35801
Attention: Shane Davis, Director of Urban &

Economic Development
Phone: 256-427-5100
Email: shane.davis@huntsvilleal.gov

City of Huntsville
305 Fountain Circle, 5th Floor
Huntsville, Alabama 35801
Attention: Trey Riley, City Attorney
Phone: 256-427-5026
Email: trey.rile@huntsvilleal.gov

with copy to: Lanier, Ford, Shaver & Payne, P.C.
2101 W. Clinton Ave., Suite 102
Huntsville, Alabama 35805
Attention: Sam Givhan/Katie Beasley
Phone: 256-535-1100
Email: shg@lanierford.com
kab@lanierford.com

If to Buyer: Eli Lilly and Company
Lilly Corporate Center
Indianapolis, Indiana 46285
Attn: Erik Orstead, Sr. Director Strategic Real Estate
Email: Orstead_erik_m@lilly.com

with copy to : Taft Stettinius & Hollister LLP
One Indiana Square, Suite 3500
Indianapolis, Indiana 46204
Attn: Erick D. Ponader
Email: eponader@taftlaw.com

If to Title Company: First American Title Insurance Company
2204 Lakeshore Dr., Suite 150
Birmingham, Alabama 35209
Attn: Jance Voytanovsky
Email: jance@firstam.com

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

12. Brokerage Commissions. Except for CBRE, Inc. ("Buyer Broker"), who shall be paid by Buyer, the City and Buyer acknowledge that no brokers/advisors or real estate agents have been or will be involved in the sale of the Property contemplated by this Agreement. In the event of any claim for any broker's, agent's or finder's fees or commissions or other similar amounts in connection with the negotiation, execution or consummation of the Agreement, each party whose actions or alleged actions or commitments form the basis of any such claim, will indemnify and hold the other parties harmless from any claims for other brokerage/advisory or real estate agent fees or commissions arising from the proposed transaction.

13. Construction of Agreement. Each of the parties hereto has agreed to the use of the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for construction against the party who caused the uncertainty to exist or against the draftsman. This Agreement (i) constitutes the entire agreement and understanding of Buyer and Seller with respect to the subject matter hereof and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, of the parties, and (ii) may be amended only by a written instrument executed by Buyer and Seller. In the event any provision hereof shall be prohibited by or invalidated under applicable law, the remaining provisions of this Agreement shall remain fully effective. No waiver of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged therewith. No delay or omission in the exercise of any remedy accruing upon the breach of this Agreement shall impair such remedy or be construed as a waiver of such breach. The waiver by Seller or Buyer of any breach shall not be deemed a waiver of any other breach of the same or any other provision hereof. The captions and headings contained herein are for convenience and reference only, and they shall not be deemed to define, modify or add to the meaning of any provision of this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Buyer may freely assign this Agreement; provided any such assignment shall not release Buyer from its duties, obligations and liabilities hereunder. If any date specified in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday, or bank holiday, then this Agreement shall be automatically revised so that such date falls on the next occurring business day. FOR PURPOSES OF THIS AGREEMENT, TIME SHALL BE CONSIDERED OF THE ESSENCE. In the event that there is a conflict between the term of this Agreement and the Project Agreement, then the terms of the Project Agreement shall prevail.

14. Governing Law; Binding Effect. This Agreement shall be governed by and construed under the laws of the State of Alabama, without regard to its conflict of provisions, and shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors, assigns, and personal and legal representatives.

15. Attorneys' Fees. If any legal proceeding is commenced related to this Agreement, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party therein.

16. Exhibits. Buyer and Seller hereby acknowledge and agree that all recitals and exhibits referenced in both this Agreement and the Project Agreement are attached hereto and incorporated herein by reference.

17. Definitions. Any capitalized term that is not defined in this Agreement shall have the meaning ascribed to such term in the Project Agreement.

18. Reverter; Restriction, and Recapture Payments. A Restrictive Covenant Agreement (as defined in the Development Agreement) containing a reversionary interest, restriction, and recapture provisions for the benefit and in favor of the City, as set forth in Article 4 of the Project Agreement, shall be recorded at Closing.

19. Damage or Destruction; Condemnation. All risk of loss or damage to the Property occurring subsequent to the Effective Date shall be borne by the Seller to and including the Closing Date. If any of the Property shall suffer a loss by fire, flood, tornado, accident or other cause after the Effective Date and on or before the date of the Closing or if proceedings to take or condemn the whole or any part of the Property for public or quasi-public use under any statute or by the right of eminent domain are commenced or threatened prior to the date of the Closing, then Buyer may, at its option, either consummate or not consummate the transaction contemplated hereby. If Buyer elects to consummate the

transaction, then Seller shall assign to Buyer all of Seller's rights to insurance proceeds payable in respect of such casualty and/or any and all damages or awards payable in respect of such taking or condemnation of the Property, and there shall be no reduction of the Purchase Price. If Buyer elects not to consummate such transaction, this Agreement shall terminate and be of no further force and effect.

20. Post-Closing Obligations. The City, without cost to the Company, agrees to work in good faith with the Company to (a) assist the Company in its efforts to relocate that certain cell tower (the "Cell Tower") located on that certain outparcel, consisting of approximately 0.15 acres, lying near the Northwest Quadrant of the Property, (b) terminate the corresponding cell tower lease, and (c) cause all of the property underlying the Cell Tower to be conveyed to the Company (collectively, the "Cell Tower Tasks"). The City's obligations shall include facilitating and participating in discussions, together with the Company, with the owner of the parcel upon which the Cell Tower is located, and any tenants and subtenants of the Cell Tower, regarding the Cell Tower Tasks. The City agrees to pay the cost of accomplishing the Cell Tower Tasks in an amount not to exceed $250,000. This would be the first $250,000. If the cost is $250,000 or less then the City would cover all of that cost. All costs and expenses exceeding the amount of $250,000 shall be the responsibility of the Company and shall not be an obligation of the City. The parties understand, acknowledge, and agree that the decision whether to pursue any one of the Cell Tower Tasks shall be made at the sole discretion of the Company. The terms of this Section 20 shall survive transfer of the Property or termination of this Agreement, unless this Agreement terminates prior to the transfer of the Property to the Company, in which event this Section 20 shall terminate simultaneously with this Agreement.

21. Assignment. Except as otherwise expressly set forth herein, the Buyer shall not have the right to assign or otherwise transfer its rights or obligations under this Agreement, and any purported assignment, transfer, encumbrance or hypothecation of this Agreement or any of the rights or obligations hereunder shall be null and void and of no force or effect. Notwithstanding the foregoing, Buyer may assign its rights and obligations under this Agreement to any entity controlled by or under common control with Buyer (an "Affiliate Entity"), or otherwise made as a result of any restructure, consolidation, merger, or reorganization of Buyer in which Buyer or an Affiliate Entity is the surviving entity. In the event of an Assignment, Buyer shall provide the City with written notice of the Assignment, and such notice shall include the name, form of entity, and address of the Affiliate Entity, along with any related entity documents of said Affiliate Entity as may be requested by the City. Prior to the Assignment, the City may request Buyer and Affiliate Entity to execute and acknowledge an assignment and assumption agreement in a form reasonably acceptable to the City.

22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Handwritten signatures to this Agreement transmitted by facsimile, email or other similar electronic transmission (for example, through the use of a "PDF" file) shall be valid and effective to bind the party so signing.

23. Party Cooperation. The parties agree to cooperate with one another and will work in good faith and will use commercially reasonable efforts in order to complete each of their respective obligations as set forth herein and in accordance with the terms of the Project Agreement.

24. Further Assurances. At Title Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transaction contemplated herein or to correct any scrivener's error or omissions contained in this Agreement or any document executed pursuant hereto or in connection with the transaction contemplated herein.

25. No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture among or between Seller and Buyer, and/or their respective successors and assigns.

26. Arm's Length Transaction. Seller and Buyer acknowledge and agree that this Agreement shall be interpreted as an agreement between two parties of equal bargaining strength, it being the intention of the parties that this Agreement reflect the conditions and terms which would be obtained by and between comparable, independent persons or parties in substantially similar transactions (taking into account the relative responsibilities and risks between the parties) and comparable market and economic conditions and circumstances.

27. Press Releases. Any press release issued with respect to the transactions contemplated by this Agreement shall be subject to the prior written approval of both parties hereto.

28. Anti-Terrorism Law. Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network) (the "Executive Order") (collectively, the "Anti Money Laundering and Anti-Terrorism Laws"), or any other laws, regulations or executive orders designed to combat terrorism or money laundering, if applicable, to this Agreement. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury (the "Government List"), as last updated prior to the date of this Agreement.

29. Effective Date. The term "Effective Date" shall mean the date this Agreement is executed by both the City and Buyer.

[*Signatures on Following Pages.*]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

BUYER:

ELI LILLY AND COMPANY, an Indiana corporation

By: _____
Name: _____
Title: _____

Date: _____

SELLER:

CITY OF HUNTSVILLE, ALABAMA, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

Date: _____

Exhibit "A"
(Legal Description for Property)

*[**The legal description contained herein shall be updated and replaced by the legal description as contained within the Plat, which is the legal description to be contained in the Deed.**]*

Exhibit "B"
(Deed Form)

Exhibit C

Project Agreement

195422451v9

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-163

Department: Water Pollution Control

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Garver, L.L.C. for Land Surveying Services for Sanitary Sewer Manhole Mapping, Project No. 71-26-SP09.

Resolution No.

Finance Information:

Account Number: 6010-76-00000-526000-00000000

City Cost Amount: Not to Exceed $87,200.00

Total Cost: Not to Exceed $87,200.00

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:** 2/12/2026 **File ID:** TMP-6508

Department: Water Pollution Control

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Garver, L.L.C. for Land Surveying Services for Sanitary Sewer Manhole Mapping, Project No. 71-26-SP09.

Resolution No.

Finance Information:

Account Number: 6010-76-00000-526000-00000000

City Cost Amount: Not to Exceed $87,200.00

Total Cost: Not to Exceed $87,200.00

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:

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 and Garver, L.L.C., in a Not to Exceed (NTE) Ceiling price of EIGHTY-SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($87,200.00) for Land Surveying Services for Sanitary Sewer Manhole Mapping, Project No. 71-26-SP09, 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 City of Huntsville and Garver, L.L.C. for Land Surveying Services for Sanitary Sewer Manhole Mapping, Project No. 71-26-SP09" consisting of a total of eighteen (18) pages plus twenty-one (21) additional pages consisting of Attachments 1-15, and the date of February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

GARVER, L.L.C.

FOR

LAND SURVEYING SERVICES

FOR

SANITARY SEWER MANHOLE MAPPING

PROJECT NO. 71-26-SP09

FEBRUARY 12, 2026

President of the City Council of the City of Huntsville, AL
Date: February 12, 2026

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
GARVER, L.L.C.
FOR
LAND SURVEYING SERVICES
FOR
SANITARY SEWER MANHOLE MAPPING

PROJECT NO. 71-26-SP09

THIS AGREEMENT made as of the 12th day of February in the year 2026, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GARVER, L.L.C., (hereinafter called SURVEYOR).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE SURVEYOR

The OWNER hereby engages the SURVEYOR, and the SURVEYOR hereby accepts the engagement to provide general land surveying and consultation as a representative of the OWNER to include the following:

1.1 Professional Land Surveying Services for Sanitary Sewer Manhole Mapping, as further described in ARTICLE 2, and hereinafter called PROJECT.

1.2 By executing this Agreement, the SURVEYOR represents to the OWNER that the SURVEYOR is a professional qualified to act as the SURVEYOR for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the SURVEYOR and the PROJECT. The SURVEYOR further represents to the OWNER that the SURVEYOR will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as SURVEYOR for the PROJECT until the SURVEYOR's remaining duties hereunder have been satisfied. The SURVEYOR shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the SURVEYOR 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 SURVEYOR assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the SURVEYOR in connection with the PROJECT.

1.3 Execution of this Agreement by the SURVEYOR constitutes a representation that the SURVEYOR has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The SURVEYOR agrees to provide all necessary land surveying services required to professionally accomplish the SURVEYOR's defined scope of services.

ARTICLE 2 - DESIGN SERVICES OF THE SURVEYOR

2.1 SURVEYOR shall provide for OWNER professional Land Surveying Services for Sanitary Sewer Manhole Mapping.

2.2 These services shall include consultation and advice for surveying services as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.

2.3 Upon the OWNERS authorization, the SURVEYOR shall prepare documents consisting of specifications setting forth in detail the requirements for completion of the PROJECT. The SURVEYOR warrants that such documents are accurate, coordinated, and adequate, 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.

2.4 The SURVEYOR 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.

2.5 The SURVEOR shall obtain all Planning Commission approvals as required.

2.6 The SURVEYOR shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the SURVEYOR's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.

2.7 Field surveying work is required and shall be performed in accordance with “Standards of Practice 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 date shall be based on a US Public Land Survey System corner of 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)
Geoid Model:	Geoid03
Units:	US Survey Feet

2.8 The SURVEYOR 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).

2.9 A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the surveying 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

ARTICLE OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the SURVEYOR are not included in Article 2. Nevertheless, the SURVEYOR 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 SURVEYOR, 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 SURVEYOR, either in whole or in part.

4.3 Providing expert witness services and other services arising out of claims.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

The OWNER, without cost to the SURVEYOR, will perform the following in a timely manner so as not to delay the services of the SURVEYOR:

5.1 Assist SURVEYOR by placing at SURVEYOR'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 SURVEYOR as necessary in acquiring access to and making all provisions for the SURVEYOR to enter upon public and private lands as required for the SURVEYOR 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 SURVEYOR, 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 SURVEYOR.

5.5 When requested by the SURVEYOR, the OWNER will intercede on the SURVEYOR’s behalf when data from, or review by, third parties is not on schedule through no fault of the SURVEYOR.

5.6 The OWNER's review of any documents prepared by the SURVEYOR 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 rel

5.7 ieve the SURVEYOR of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

6.1 The SURVEYOR shall commence services pursuant to this agreement as of March 27, 2026. The final completion date for the completion of design services outlined in Article 2 shall be March 27, 2027.

The SURVEYOR shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The SURVEYOR 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 SURVEYOR, except for cause.

If the SURVEYOR 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 SURVEYOR's control, which may result in the schedule of performance of the SURVEYOR's services not being met, the SURVEYOR shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the SURVEYOR's schedule, the OWNER shall promptly notify the SURVEYOR. In either event, the SURVEYOR's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE SURVEYOR

7.1 BASIC SERVICES

The OWNER shall compensate the SURVEYOR for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by Not to Exceed (NTE) Ceiling Price of EIGHTY-SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($87,200.00) for land surveying services described in Article 2. Additional services of the SURVEYOR as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 NOT TO EXCEED (NTE) CEILING PRICE

NTE Ceiling price. The City of Huntsville (COH) will not be obligated to pay the SURVEYOR any amount in excess of the NTE ceiling price as per Attachment "1", and the SURVEYOR shall not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth in the referenced attachment, unless and until the COH notifies the SURVEYOR in writing that the NTE ceiling price has been increased and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract. NTE ceiling price increase will be done by a written change order to the contract issued by the OWNER that will not require the SURVEYOR's approval. When and to the extent that the NTE ceiling price set forth in the referenced attachment has been increased, any hours expended and material costs incurred by the SURVEYOR in excess of the NTE ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

7.3 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the SURVEYOR and a properly executed copy is mailed to the SURVEYOR 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 SURVEYOR, then this CONTRACT shall be NULL AND VOID, the owner will not be obligated to any payment to the SURVEYOR and the SURVEYOR will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

Land Surveying Services for Sanitary Sewer Manhole Mapping Not to Exceed (NTE) Ceiling Price of	$87,200.00
TOTAL CONTRACT AMOUNT:	**$87,200.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The SURVEYOR shall submit monthly invoices to The Administrative Officer in the Water Pollution Control Department for the basic services described under Article 2 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 SURVEYOR 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. 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 SURVEYOR on the invoice shall constitute the SURVEYOR’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 SURVEYOR covered by prior invoices have been paid in full, and that, to the best of the SURVEYOR's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the SURVEYOR the payment of any portion thereof should be withheld. Submission of the SURVEYOR's invoice for final payment and reimbursement shall further constitute the SURVEYOR's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the SURVEYOR to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. SURVEYOR 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 SURVEYOR, 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 SURVEYOR until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the SURVEYOR to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the SURVEYOR.

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 SURVEYOR 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 SURVEYORING 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 SURVEYOR 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 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER”s expense, peer review of designs and drawings prepared by the SURVEYOR and/or sub-consultant(s) for the PROJECT. The SURVEYOR and sub-consultant(s) agree that knowledge and consent to review of their work by other surveyors 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 surveyor.

9.3 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of SURVEYOR, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

9.4 SUCCESSORS AND ASSIGNS

OWNER and SURVEYOR each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, with respect of all covenants of this Agreement; except as above, neither OWNER nor SURVEYOR shall assign, sublet or transfer his interest in this Agreement without written consent of the other. 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 SURVEYOR.

9.5 CHANGES

9.5.1 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 SURVEYOR'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, SURVEYOR must assert any claim of SURVEYOR for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

9.5.2 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 SURVEYOR.

9.6 SURVEYOR'S RECORDS

Documentation accurately reflecting services performed and the time expended by the SURVEYOR and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the SURVEYOR. The SURVEYOR 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 SURVEYOR receives notification of a dispute or of pending or commencement of litigation during this five-year period, the SURVEYOR shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The SURVEYOR 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 SURVEYOR's records at the OWNER's reasonable expense.

9.7 SEAL ON DOCUMENTS

9.7.1 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.

9.7.2 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.

9.7.3 When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the SURVEYOR shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the SURVEYOR including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the SURVEYOR shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The SURVEYOR shall not utilize standards of others without their written consent where written consent is required or implied.

9.7.4 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.

9.8 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 SURVEYOR 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 SURVEYOR. The SURVEYOR 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 SURVEYOR for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The SURVEYOR shall be permitted to retain copies thereof for its records. The SURVEYOR'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 SURVEYOR will be at OWNER's sole risk and without liability or legal exposure to SURVEYOR, and OWNER shall indemnify and hold harmless SURVEYOR 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 contractor.

9.9 ESTIMATE OF CONSTRUCTION COST

Since SURVEYOR 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, SURVEYOR 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.

9.10 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.

9.11 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days' written notice to the SURVEYOR. In the event of such a termination without cause, the SURVEYOR shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the SURVEYOR shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph.

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The SURVEYOR 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 SURVEYOR 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 SURVEYOR, 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 SURVEYORs 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 surveyors or

surveying 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. The professional liability insurance shall contain contractual liability coverage.

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 SURVEYOR 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 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.

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 SURVEYOR 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 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. 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 SURVEYOR 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 SURVEYOR, 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR has reason to believe the use of a required design, process or product is an infringement of a patent, the SURVEYOR shall be responsible for such loss unless such information is promptly given to the OWNER

B. Other Than Professional Liability:

The SURVEYOR 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 SURVEYOR or the SURVEYOR'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 SURVEYOR 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 SURVEYOR.

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 SURVEYOR 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 SURVEYOR 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 SURVEYOR, 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.

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 SURVEYOR.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media, computer source code furnished by the OWNER to the SURVEYOR 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 SURVEYOR, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the SURVEYOR 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 SURVEYOR 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; if delivered by facsimile to 256-883-3682, or is sent by U.S. Mail, postage prepaid to City of Huntsville Water Pollution Control, P. O. Box 308 (35804), 1800 Vermont Road (35802), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, 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 STRICT COMPLIANCE

No failure of the OWNER to insist upon strict compliance by the SURVEYOR with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the SURVEYOR's obligations.

11.10 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.

11.11 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.

11.12 ETHICS

The SURVEYOR 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR, OWNER or PROJECT in which the SURVEYOR 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 SURVEYOR or in which any consultant, trade contractor, subcontractor, or supplier of the SURVEYOR has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the SURVEYOR and the SURVEYOR'S subconsultants shall not offer services to the OWNER'S contractor.

11.14 STANDARD OF CARE

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.

11.13 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the SURVEYOR 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 SURVEYOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SURVEYOR:
GARVER, L.L.C.

BY: _____

TITLE: _____

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 attached letter dated January 13, 2026, from Loyd W. Carpenter to Randall Stewart, and Attachments.)

5125A Research Drive NW
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

January 13, 2026

Mr. Randall Stewart
City of Huntsville, Water Pollution Control
1800 Vermont Road
Huntsville, AL 35802

Re: 2026 Sanitary Sewer Manhole Mapping

Dear Mr. Stewart:

We appreciate the opportunity to offer this proposal to continue to provide GPS mapping of sanitary sewer manholes for the City of Huntsville Water Pollution Control Department. Garver, LLC proposes to provide the equipment and personnel to accomplish the work described in the following scope:

Scope of Work:

We will utilize GPS survey grade equipment as well as appropriate conventional surveying equipment where necessary to obtain XYZ coordinates for each of the manhole lids. We will also make one direct measurement from the top of each manhole ring to the center line invert. Coordinates will be referenced to the Alabama State Plane East Zone, NAD 83 and NAVD 88 Vertical based upon the 2011 Geoid. All data will be analyzed by a licensed land surveyor and submitted to the City of Huntsville a minimum of once each week. Survey control will be determined by ties to the existing City of Huntsville Geodetic Control Network as well as the CORS station GTAC located at the Huntsville Space and Rocket Center Geo Spatial Center. We will utilize Trimble R12 GPS receivers and a Trimble S7 Robotic Total Station for this project.

Proposed Fee Schedule:

Our proposed fee is based on a per manhole rate of $100 each if the data can be acquired using GPS techniques only. For locations that require other survey methods an additional fee of $90 per manhole will be applied. We are attaching a work sheet that indicates the man hours required to perform each of the associated survey tasks. Based upon the estimated number of manholes to be surveyed (800) and an estimate of 10% that will require conventional survey methods, our total fee for these services should not exceed $87,200. On a monthly basis we will provide a status report, review of work and an invoice for work accomplished. Assuming a notice-to-proceed is issued on March 27, 2026, our project end date would be March 27, 2027.

We appreciate this opportunity and look forward to continuing our work with you to update and maintain your data. Please sign below to acknowledge your acceptance of this proposal and forward it to the City Engineer's Office for contact preparation.

Sincerely,

Loyd W Carpenter

Loyd W. Carpenter, PLS
Alabama Survey Team Leader

Attachments: Man-Hour Worksheets

Randall Stewart
Director
Water Pollution Control Department

Date

SURVEY ESTIMATE

Estimate Date: 13-Jan-26 **Estimated By:** LWC

Project Description: WPC - SANITARY SEWER MANHOLE LOCATION AND MAPPING - GPS METHOD

TASKS	2-MAN - SURVEY CREW	2-MAN - GPS CREW	Cadd Technician	Sr.Project Surveyor	COST
	($243/PER-HOUR)	($254/PER-HOUR)	($108/PER-HOUR)	($227/PER-HOUR)	
PERSONNEL	Stephen Elliott Laura DAVISON	Logan Barker Logan Turner	Kristin Cox Madison Sidebottom	Wade Carpenter PLS	
WORK REVIEW	0	0	0	0.015	$3
ONSITE TRAVERSE	0	0			$0
FIELD NOTES		0.011	0.01		$4
LOCATE MANHOLE		0.03			$8
TRANSFER DATA TO PC	0	0.02			$5
COPY FILE NOTES		0.02			$5
PROCESS RAW DATA	0			0.035	$8
CHECK FIELD DATA		0.054	0.01	0.0914	$36
CREATE WEEKLY REPORT	0			0.1	$23
EMAIL REPORT TO GIS		0	0	0.04	$9
		0			$0
				0	$0
	0				$0
		0			$0
		0			$0
OTHER					
TOTALS	**0**	**0**	**0**	**0**	**$100**

SURVEY ESTIMATE

Estimate Date: 13-Jan-26 **Estimated By:** LWC

Project Decsription: WPC - SANITARY SEWER MANHOLE LOCATION AND MAPPING - CONVENTIONAL METHOD.

TASKS	2MAN - SURVEY CREW	2MAN - GPS CREW	Cadd Technician	Sr.Project Surveyor	COST
	($243/PER-HOUR)	($254/PER-HOUR)	($108/PER-HOUR)	($227/PER-HOUR)	
PERSONNEL	Logan Barker Logan Turner	Kevin Stack Stepehn Elliott	Kristin Coutts Sydney Light	Wade Carpenter	
WORK REVIEW	0	0	0.1	0.1	$34
ONSITE TRAVERSE	0.11				$27
FIELD NOTES	0.01	0			$2
TRAVERSE/LOCATE MH	0.14				$34
TRANSFER DATA TO PC	0.01	0			$2
COPY FILE NOTES	0.01	0			$2
PROCESS RAW DATA	0			0.01	$2
CHECK FIELD DATA		0		0.045	$10
CREATE WEEKLY REPORT	0			0.013	$3
EMAIL REPORT TO GIS		0	0	0.01	$2
SPC -CONTROL	0.0867	0		0.01	$23
CHECK TRAV CLOSURE	0.1			0.1	$47
TOTALS	**0.467**	**0.000**	**0.100**	**0.288**	**$190**

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): GARVER, LLC
- City of Huntsville current taxpayer identification number (if available): 4755
  (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: 136453 - AL 01-0733400 - EIN
☐ Corporation	Number & State:
☐ Other, please explain:	Number & State (if a filing entity under state law):

7103095 83 AL TAX ID

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: [signature] Title (if applicable): Regional Office Administrator

Type or legibly write name: JERRY D. McCARLEY Date: 1/6/12

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

100 % COMPLETE

1. All documents required for submittal to the Huntsville Planning Commission for approval.

2. One (1) mylar copy each of the recorded subdivision plats.

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

Garver, LLC
2026 Hourly Rate Schedule

Classification		2026 Rates
Engineers		
	E-6	$303.00
	E-5	$254.00
	E-4	$216.00
	E-3	$184.00
	E-2	$162.00
	E-1	$130.00
Designers		
	D-3	$ 168.00
	D-2	$ 154.00
	D-1	$ 125.00
Technicians		
	T-3	$ 146.00
	T-2	$ 130.00
	T-1	$ 108.00
Surveyors		
	S-6	$ 227.00
	S-5	$ 211.00
	S-4	$ 146.00
	S-3	$ 98.00
	S-2	$ 77.00
	S-1	$ 63.00
	1-Man Crew (GPS/Robotics)	$ 192.00
	2-Man Crew (Survey)	$ 243.00
	3-Man Crew (Survey)	$ 308.00
	2-Man Crew (GPS Survey)	$ 254.00
	3-Man Crew (GPS Survey)	$ 308.00
Construction Observation		
	C-5	$ 308.00
	C-4	$ 270.00
	C-3	$ 211.00
	C-2	$ 157.00
	C-1	$ 125.00
Administration / Management		
	AM-3	$ 141.00
	AM-2	$ 98.00
	AM-1	$ 76.00

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 1, 2017	_____

(The scheduled dates above for milestone submittals will not change unless a contract modification is justified by contract change order. These scheduled dates shall be agreed upon at beginning of project with the Project SURVEYOR and noted monthly on each progress report.)

UPDATED SCHEDULE ATTACHED? _____YES _____ NO

COMMENTS:
_____
_____
_____

(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

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 SURVEYOR

(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 SURVEYOR that are available from only one source.	OWNER	Prior to 100% submittal.	**N/A**	Article 2.2
Approval of contractor's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the contractor.	**N/A**	Article 3.4
Approval of contractor submittals	OWNER	So as to cause no delay to the contractor 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.	SURVEYOR	So as to not delay the services of the SURVEYOR.	**2**	Article 5.1, 5.2
Notification of delays.	SURVEYOR ; OWNER	Promptly	**4**	Article 6.1
SURVEYOR'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 SURVEYOR	7 days prior to termination.	**2**	Article 9.10 & 9.11
Certificate of Insurance for SURVEYOR.	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 4	**N/A**	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.	**N/A**	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	**N/A**	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	**N/A**	Attachment 4
Legal descriptions for takings.	Project Engineer	60% design review, 90% review, 100% complete.	**N/A**	Attachment 4
Traffic Control plan.	Project Engineer	60% design review.	**N/A**	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	**N/A**	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	**N/A**	Attachment 4
Relocation of Utilities	Project Engineer	0%-review 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	**N/A**	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete.	**1**	Attachment 4
Digital text files.	Project Engineer	100% complete.	**1**	Attachment 4
Bid Quantities.	Project Engineer	100% complete.	**N/A**	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 6

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 SURVEYOR’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 feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

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 SURVEYOR:_____
(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:_____

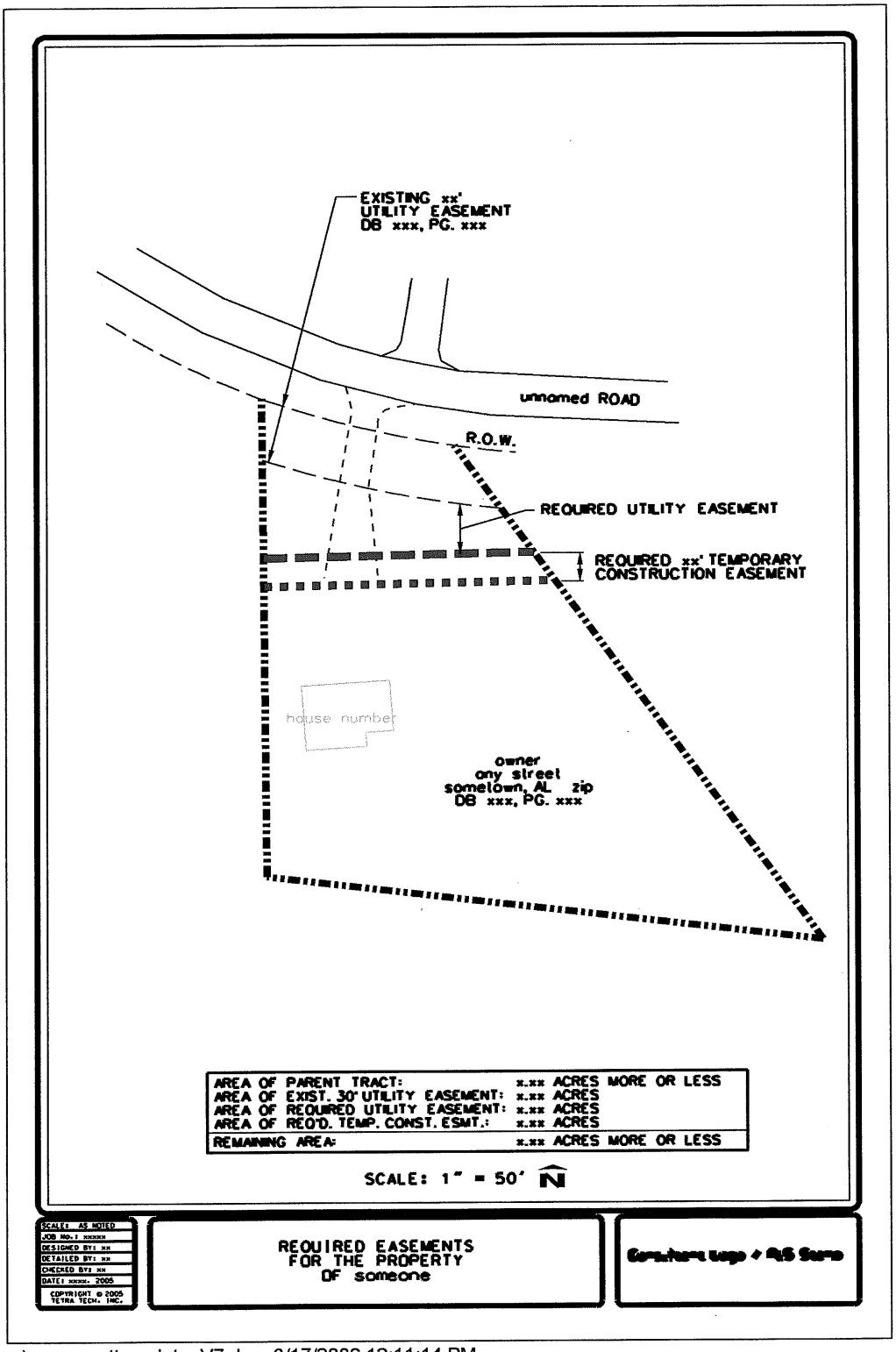
BY:_____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON:_____ PHONE:_____
OFFICE CONTACT PERSON:_____ PHONE:_____

DATE:_____

ATTACHMENT 11

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						

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** 2026-164

Department: Water Pollution Control

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Neel-Schaffer, Inc. for Engineering Design Services and Engineering Construction Administration Services for Chase Trunk Line Pipe Bursting, Project No. 71-26-SP07.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: Not to Exceed $164,950.00

Total Cost: Not to Exceed $164,950.00

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:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6509

Department: Water Pollution Control

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Neel-Schaffer, Inc. for Engineering Design Services and Engineering Construction Administration Services for Chase Trunk Line Pipe Bursting, Project No. 71-26-SP07.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: Not to Exceed $164,950.00

Total Cost: Not to Exceed $164,950.00

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:

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 and Neel-Schaffer, Inc. in a Not to Exceed (NTE) Ceiling Price of ONE HUNDRED SIXTY-FOUR THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS ($164,950.00) for Engineering Design Services and Engineering Construction Administration Services for Chase Trunk Line Pipe Bursting, Project No. 71-26-SP07, 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 City of Huntsville and Neel-Schaffer, Inc. for Engineering Design Services and Engineering Construction Administration Services for Chase Trunk Line Pipe Bursting, Project No. 71-26-SP07" consisting of a total of twenty-one (21) pages plus twenty-eight (28) additional pages consisting of Attachments 1-16, and the date of February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

NEEL-SCHAFFER,INC.

FOR

ENGINEERING DESIGN SERVICES

AND

ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES

FOR

CHASE TRUNK LINE PIPE BURSTING

Project No. 71-26-SP07
February 12, 2026

President of the City Council of the City of Huntsville, AL
Date: February 12, 2026

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
NEEL-SCHAFFER, INC.
FOR
ENGINEERING DESIGN SERVICES
AND
ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES
FOR
CHASE TRUNK LINE PIPE BURSTING

Project No. 71-26-SP07

THIS AGREEMENT made as of the 12th day of February in the year 2026, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and Neel-Schaffer, 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 design and construction administration of Chase Trunk Line Pipe Bursting, 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.

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

2.1 ENGINEER shall provide for OWNER professional engineering services for design of Chase Trunk Line Pipe Bursting.

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 The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.

2.5 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.

2.6 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.

2.7 The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

2.8 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.

2.9 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.

2.10 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.

2.11 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)
Geoid Model:	Geoid12B
Units:	US Survey Feet

2.12 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).

2.13 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.

2.14 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 OF THE ENGINEER

3.1 The ENGINEER shall provide to OWNER professional services for activities that occur after the 100% submittal has been made. These services shall include, but not be limited to, consultation and advice, engineering support, design modifications, and shop drawing review.

3.2 The ENGINEER shall provide Construction Administration as described below and shall perform those duties and discharge those responsibilities set forth herein.

3.3 The ENGINEER shall represent the OWNER during construction. The ENGINEER shall act on behalf of the OWNER only to the extent provided herein. The ENGINEER shall be the OWNER'S design representative during performance of the PROJECT, shall consult with and advise the OWNER on all design and technical matters, and shall be the OWNERS representative in dealing with the construction contractor.

3.4 The ENGINEER shall attend pre-construction meetings, prepare monthly progress reports, review and approve invoices, review and approve change orders, attend and keep minutes of meetings with contractors, provide site inspection to the extent necessary to ensure construction is in conformance with the design, resolve the contractor's questions concerning interpretation of the construction documents, act as OWNERS representative in disputes and on claims, and attend public meetings arising out of the construction process.

3.5 The ENGINEER shall determine amounts owed to the contractor based upon examinations of the work, evaluations of the contractor's rate of progress in light of the remaining contract time and upon evaluations of the Contractor's Request for Payment, and shall approve, modify or deny the request for payment and report to the OWNER within ten (10) days of receipt of the request from the contractor.

3.6 The approval of a Request for Payment by the ENGINEER is an express warranty to the OWNER that the ENGINEER has made an examination of the work, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the construction contract, that all necessary and appropriate lien waivers have been submitted, and that the contractor is entitled to payment of the amount certified. In the case of unit price work the ENGINEER's recommendations for payment shall constitute a final determination of quantities and classifications of such work.

3.7 The ENGINEER shall be the initial interpreter of the requirements of the construction documents and the judge of the performance there under by the contractor. The ENGINEER shall act as the OWNER's advisor on claims. The ENGINEER shall render written or graphic interpretations and decisions necessary for the proper execution or progress of the Work with reasonable promptness on request of the contractor.

3.8 The ENGINEER shall reject work that does not conform to the contract documents unless directed by the OWNER, in writing, not to do so. Whenever, in the ENGINEER's opinion, it is necessary or advisable, the ENGINEER shall require special examination or testing of the work in accordance with the provisions of the construction contract whether or not such work is fabricated, installed or completed.

3.9 The ENGINEER shall review and approve, or take other appropriate action upon, the contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the ENGINEER of the contractor's submittal shall constitute the ENGINEER's representation to the OWNER that such submittal is in conformance with the PROJECT design concept, the construction documents, and the contract for construction. Such action shall be taken with reasonable promptness so as to cause no delay to the contractor or the PROJECT. OWNER shall receive a copy of all approved shop drawings, product data, samples, etc.

3.10 The ENGINEER shall promptly review and approve or take other appropriate action on proposed "equal materials or equipment." The ENGINEER shall not approve any such proposed equal materials or equipment unless such equals conform to the PROJECT design concept, the construction documents, the contract for construction, and the estimated life cycle PROJECT projections.

3.11 The ENGINEER shall promptly review and evaluate the results of all inspections, tests and written reports required by the contract for construction, which were required by any governmental entity, or which were necessary or advisable. The ENGINEER shall take appropriate action on test results and shall promptly reject any work that does not conform to and comply with the requirements.

3.12 The ENGINEER shall promptly review, administer, manage, and advise the OWNER concerning, proposals and requests for change orders from the contractor. The ENGINEER shall prepare change orders for the OWNER's approval and execution in accordance with

the construction contract. The ENGINEER shall not be authorized to "swap out" required changes with reduced construction requirements without the written consent of the OWNER. The ENGINEER shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests, and change orders.

3.13 The ENGINEER shall promptly notify the OWNER in writing of any information it obtains pertaining to any claim; alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims; or similar claims, involving any PROJECT contractor, supplier, subcontractor, or consultant, whether or not such claims or alleged claims arise from or relate to the PROJECT.

3.14 The ENGINEER shall at all times have access to the work wherever it is located. The ENGINEER shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the work.

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 4 - ADDITIONAL SERVICES

The following services of the ENGINEER are not included in Article 2 and Article 3. 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 February 13, 2026. The final completion date for the completion of design services as outlined in Article 2 and for the completion of construction administration services as outlined in Article 3, shall coincide with the duration of the construction contract for the project.

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, a Not to Exceed (NTE) Ceiling Price of ONE HUNDRED SIXTY-FOUR THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS ($164,950.00) for design services described in Article 2 and construction administration services described in Article 3. 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 NOT TO EXCEED (NTE) CEILING PRICE

NTE Ceiling price. The City of Huntsville (COH) will not be obligated to pay the ENGINEER any amount in excess of the NTE ceiling price as per Attachment "1", and the ENGINEER shall not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth in the referenced attachment, unless and until the COH notifies the ENGINEER in writing that the NTE ceiling price has been increased and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract. NTE ceiling price increase will be done by a written change order to the contract issued by the OWNER that will not require the ENGINEER's approval. When and to the extent that the NTE ceiling price set forth in the referenced attachment has been increased, any hours expended and material costs incurred by the ENGINEER in excess of the NTE ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

7.4 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 and Engineering Construction Administration Services for Chase Trunk Line Pipe Bursting – Not to Exceed (NTE) Ceiling Price of	$164,950.00
TOTAL CONTRACT AMOUNT:	**$164,950.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The ENGINEER shall submit monthly invoices to the Administrative Officer in the Water Pollution Control Department, for the basic services described under Articles 2, 3 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, 3 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 CHANGES

9.5.1 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.

9.5.2 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.

9.6 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.

9.7 SEAL ON DOCUMENTS

9.7.1 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.

9.7.2 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.

9.7.3 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.

9.7.4 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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. The professional liability insurance shall contain contractual liability coverage.

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 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.

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 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. 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; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, 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 STANDARD OF CARE

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.

11.15 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:
NEEL-SCHAFFER, INC.

BY: _____

TITLE: _____

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 9, 2025 from Jason Leggett to Randall Stewart and attachments).

NEEL-SCHAFFER

December 9, 2025

Mr. Randall Stewart, Director
City of Huntsville Water Pollution Control Department
1800 Vermont Road SW
Huntsville, Alabama 35802 via email

Re: Chase Trunk Line Pipe Bursting

Dear Mr. Stewart,

Neel-Schaffer appreciates the opportunity to provide engineering services for the replacement of the existing Chase Trunk Line as shown on Attachment "A". This scope and fee proposal were developed from our understanding of the project obtained from the direction received during the preliminary design review meeting with the Water Pollution Control Department.

We look forward to working with you on this project. Please review the attached scope of services and let us know of any questions you have. If this scope and fee is acceptable, we can prepare an Engineering Services Agreement for approval.

Sincerely:
Neel-Schaffer, Inc.

Jason Leggett, P.E.
Engineer Manager

CC: Mr. Lance Taylor, Neel-Schaffer, Inc.

Enclosures:
Proposed Scope of Engineering Services
Neel-Schaffer 2026 Rate Schedule

engineers | planners | surveyors | environmental scientists | landscape architects

P: 205.397.3800 | F: 205.397.3900
Two Perimeter Park South, Suite 230 E
Birmingham, AL 35243
www.neel-schaffer.com

NEEL-SCHAFFER

ATTACHMENT "A"

Huntsville Chase Trunk Line Replacement
Proposed Scope of Engineering Services
12/9/25

Listed below is a scope of engineering services for the rehabilitation of the existing Chase Trunk Line to replace sections of gravity sewer clay pipe via pipe bursting with new HDPE pipe.

Task - Design Services

1. Perform Project Management
2. Obtain and review information from City of Huntsville.
3. Field review alignment and gather information.
4. Develop 75% detail drawings for the gravity sewer replacement work
5. Perform QA/QC of 75% design
6. Prepare 75% construction cost estimate
7. Attend 75% review meeting with City of Huntsville
8. Identify required permits
9. Prepare 90% detail drawings for the gravity sewer replacement work
10. Prepare 90% construction cost estimate
11. Perform QA/QC of 90% design
12. Submit 90% documents for review
13. Prepare 100% detail drawings for the gravity sewer replacement work
14. Prepare final specifications
15. Provide 100% construction cost estimate
16. Perform QA/QC of final design

Total anticipated lump sum fee for final design services:

Neel-Schaffer Design Engineering	$	77,400.00
Other Direct Costs (printing)	$	600.00
Total	**$**	**78,000.00**

Task - Bidding Services

1. Prepare scope of work for bid advertisement for the work
2. Respond to bidder questions if requested
3. Prepare addenda, if required
4. Attend pre-bid meeting
5. Prepare pre-bid meeting minutes
6. Prepare certified bid tabulation of bids received

engineers | planners | surveyors | environmental scientists | landscape architects

P: 256.384.2475
200 West Side Square, Suite 604
Huntsville, AL 35801
www.neel-schaffer.com

7. Prepare bid recommendation letter

Total anticipated lump sum fee for bidding services: $12,200.00

Task - Construction Services

1. Perform Project Management
2. Attend pre-construction meeting
3. Attend monthly progress meetings (assume 3 months construction period)
4. Review monthly contractor invoices and progress reports (4 pay requests)
5. Part-time field observation
6. Review contractor shop drawings
7. Prepare responses to contractor RFIs
8. Prepare record drawing
9. Assist in punch list preparation and project close out

Total anticipated hourly not-to-exceed fee for construction services:

Neel-Schaffer Construction Services	$	74,350.00
Other Direct Costs (printing)	$	400.00
Total	**$**	**74,750.00**

Services not included in this proposal:

1. Advertising bid
2. Survey services
3. Permitting fees
4. Full-Time Resident Observer and Project Representative

Summary of proposed Neel-Schaffer final design phase engineering fees:

Final Design	$	78,000.00
Bid Services	$	12,200.00
Construction Services	$	74,750.00
Total	**$**	**164,950.00**

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): Neel-Schaffer, Inc.
- Doing business as (if applicable): _____
- City of Huntsville current taxpayer identification number (if available): application in process
  (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:

Type of Ownership (*check appropriate box*)	**Entity I. D. Number [1]**	**Formation Documents (if required see footnote 2 below) [2]**	**Immigration Law Applies**	**Individuals Who Must Be Verified Under Immigration Law**
☐ Individual or Sole Proprietorship	Not Applicable	Not Applicable	Yes	Each individual or sole proprietor
☐ Partnership	Not Applicable	See Paragraph C	Yes	Each partner if an individual
☐ Limited Partnership	Number: _____	Formation Documents (See Paragraph C)	Yes	Each general partner if an individual
☐ Limited Liability Partnership (LLP)	Number: _____	Formation Documents (See Paragraph C)	No, unless not a Registered LLP	Each partner of a Non-Registered LLP if an individual
☐ Limited Liability Company (LLC) (Single Member)	Number: _____	Formation Documents	Yes	Sole member if an individual
☐ LLC (Multi-Member)	Number: _____	Formation Documents	No	Not Applicable
☑ Corporation	Number: 908-460	Formation Documents	No	Not Applicable
☐ Other, please explain:	Number: _____ (if a filing entity under state law)	To be determined	To be determined	To be determined

C. **Immigration Law**. Please note that each owner who is an individual, as identified in the last column of the chart above, must provide proof of U.S. Citizenship or lawful alien presence in accordance with Ala. Act 2011-535 by completing the applicable forms, as provided by the City. In the case of a partnership whose partners must be verified, you are requested to please provide a copy of the Partnership Agreement or other appropriate documentation evidencing the names of each individual who is a partner in the partnership, unless such information is available by searching the Alabama Secretary of State's website and an Entity I.D. Number has been provided.

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[1] **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.

[2] **Formation Documents.** Formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents of the entity, 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.

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

NEEL-SCHAFFER, INC.
2026 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-8, P-9	Officer, Senior Engineer Manager or Survey Manager	$300.00
P-7	Engineer Manager/Professional IV	$260.00
P-6	Senior Project Manager/Professional III	$235.00
P-5	Project Manager/Professional II	$190.00
P-4	Professional I	$165.00
P-1, P-2, P-3	Professional Intern	$125.00
T-6	Senior Certified Engineering Technician	$170.00
T-5	Certified Engineering Technician/Supervisory Technician	$155.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	$130.00
T-3	Technician III/Inspector III//Survey Crew Chief	$115.00
T-2	Technician II/Inspector II/Survey Instrument Person	$90.00
T-1	Technician I/Inspector I/Survey Assistant	$80.00
T-1	Student Intern	$45.00
A-4	Senior Administrative	$100.00
A-3	Senior Clerical	$90.00
A-2	Clerical	$70.00
A-1	Assistant Clerical	$65.00
	Three-Member Survey Party	$250.00
	Two-Member Survey Party	$185.00
	One-Member Survey Party	$140.00

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	$0.70/mile
Traffic Counter/Video Monitor	$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.
Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

The hourly rates as shown on this rate schedule shall be subject to equitable adjustment on an annual basis due to increased costs and the rate of inflation.

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:	_____	_____

(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 feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

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: _____

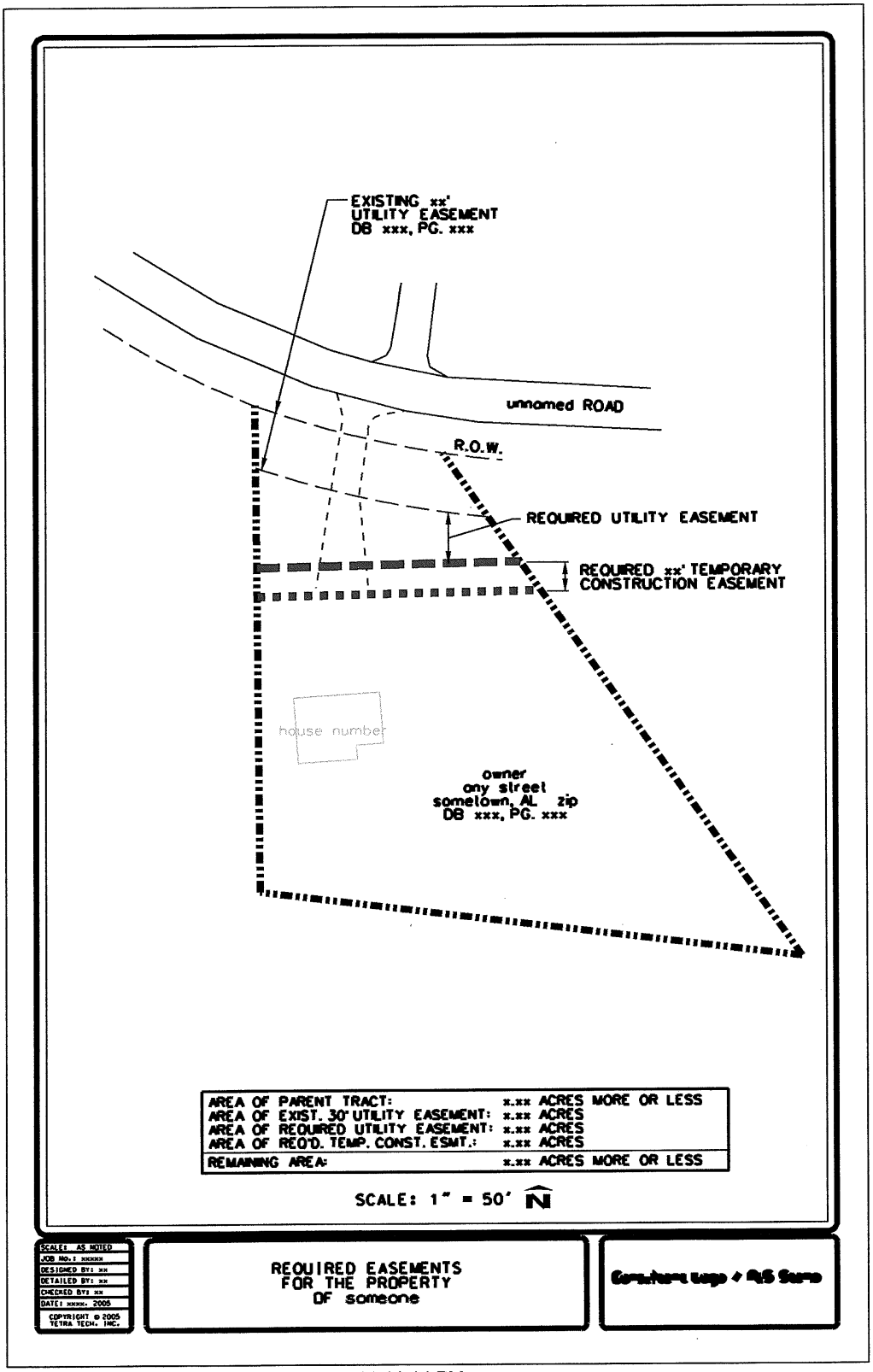
BY: _____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: _____ PHONE: _____
OFFICE CONTACT PERSON: _____ PHONE:_____

DATE:_____

ATTACHMENT 11

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:** 2/12/2026 **File ID:** 2026-165

Department: Water Pollution Control

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Garver, L.L.C., for Engineering Design Services and Engineering Construction Administration Services for Beaverdam Creek Sanitary Sewer Extension, Project No. 71-26-SP17.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: Not to Exceed $688,898.00

Total Cost: Not to Exceed $688,898.00

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 and construction engineering services contract with Garver for Beaverdam Creek Sanitary Sewer Extension consisting of approximately 6,800 linear feet of new 24-inch gravity sewer line starting at the existing Greenbrier Road lift station (PS 031) adjacent to Highway 20, to I-565 Pump Station (PS 072). The project also includes the design for an additional 2200 liner feet sanitary sewer extension at Beaverdam Creek to serve future development.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6525

Department: Water Pollution Control

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Garver, L.L.C., for Engineering Design Services and Engineering Construction Administration Services for Beaverdam Creek Sanitary Sewer Extension, Project No. 71-26-SP17.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: Not to Exceed $688,898.00

Total Cost: Not to Exceed $688,898.00

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 and construction engineering services contract with Garver for Beaverdam Creek Sanitary Sewer Extension consisting of approximately 6,800 linear feet of new 24-inch gravity sewer line starting at the existing Greenbrier Road lift station (PS 031) adjacent to Highway 20, to I-565 Pump Station (PS 072). The project also includes the design for an additional 2200 liner feet sanitary sewer extension at Beaverdam Creek to serve future development.

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 and Garver, L.L.C. in a Not to Exceed (NTE) Ceiling Price of SIX HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-EIGHT AND NO/100 DOLLARS ($688,898.00) for Engineering Design Services and Engineering Construction Administration Services for Beaverdam Creek Sanitary Sewer Extension, Project No. 71-26-SP17, 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 City of Huntsville and Garver, L.L.C. for Engineering Design Services and Engineering Construction Administration Services for Beaverdam Creek Sanitary Sewer Extension, Project No. 71-26-SP17" consisting of a total of twenty-one (21) pages plus thirty-eight (38) additional pages consisting of Attachments 1-16, and the date of February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

GARVER, L.L.C.

FOR

ENGINEERING DESIGN SERVICES

AND

ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES

FOR

BEAVERDAM CREEK SANITARY SEWER EXTENSION

Project No. 71-26-SP17
February 12, 2026

President of the City Council of the City of Huntsville, AL
Date: February 12, 2026

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
GARVER, L.L.C.
FOR
ENGINEERING DESIGN SERVICES
AND
ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES
FOR
BEAVERDAM CREEK SANITARY SEWER EXTENSION

Project No. 71-26-SP17

THIS AGREEMENT made as of the 12th day of February in the year 2026, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and Garver, L.L.C., (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 and construction administration of Beaverdam Creek Sanitary Sewer Extension, 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.

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

2.1 ENGINEER shall provide for OWNER professional engineering services for design of Beaverdam Creek Sanitary Sewer Extension.

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 The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.

2.5 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.

2.6 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.

2.7 The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

2.8 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.

2.9 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.

2.10 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.

2.11 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)
Geoid Model:	Geoid12B
Units:	US Survey Feet

2.12 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).

2.13 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.

2.14 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 OF THE ENGINEER

3.1 The ENGINEER shall provide to OWNER professional services for activities that occur after the 100% submittal has been made. These services shall include, but not be limited to, consultation and advice, engineering support, design modifications, and shop drawing review.

3.2 The ENGINEER shall provide Construction Administration as described below and shall perform those duties and discharge those responsibilities set forth herein.

3.3 The ENGINEER shall represent the OWNER during construction. The ENGINEER shall act on behalf of the OWNER only to the extent provided herein. The ENGINEER shall be the OWNER'S design representative during performance of the PROJECT, shall consult with and advise the OWNER on all design and technical matters, and shall be the OWNERS representative in dealing with the construction contractor.

3.4 The ENGINEER shall attend pre-construction meetings, prepare monthly progress reports, review and approve invoices, review and approve change orders, attend and keep minutes of meetings with contractors, provide site inspection to the extent necessary to ensure construction is in conformance with the design, resolve the contractor's questions concerning interpretation of the construction documents, act as OWNERS representative in disputes and on claims, and attend public meetings arising out of the construction process.

3.5 The ENGINEER shall determine amounts owed to the contractor based upon examinations of the work, evaluations of the contractor's rate of progress in light of the remaining contract time and upon evaluations of the Contractor's Request for Payment, and shall approve, modify or deny the request for payment and report to the OWNER within ten (10) days of receipt of the request from the contractor.

3.6 The approval of a Request for Payment by the ENGINEER is an express warranty to the OWNER that the ENGINEER has made an examination of the work, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the construction contract, that all necessary and appropriate lien waivers have been submitted, and that the contractor is entitled to payment of the amount certified. In the case of unit price work the ENGINEER's recommendations for payment shall constitute a final determination of quantities and classifications of such work.

3.7 The ENGINEER shall be the initial interpreter of the requirements of the construction documents and the judge of the performance there under by the contractor. The ENGINEER shall act as the OWNER's advisor on claims. The ENGINEER shall render written or graphic interpretations and decisions necessary for the proper execution or progress of the Work with reasonable promptness on request of the contractor.

3.8 The ENGINEER shall reject work that does not conform to the contract documents unless directed by the OWNER, in writing, not to do so. Whenever, in the ENGINEER's opinion, it is necessary or advisable, the ENGINEER shall require special examination or testing of the work in accordance with the provisions of the construction contract whether or not such work is fabricated, installed or completed.

3.9 The ENGINEER shall review and approve, or take other appropriate action upon, the contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the ENGINEER of the contractor's submittal shall constitute the ENGINEER's representation to the OWNER that such submittal is in conformance with the PROJECT design concept, the construction documents, and the contract for construction. Such action shall be taken with reasonable promptness so as to cause no delay to the contractor or the PROJECT. OWNER shall receive a copy of all approved shop drawings, product data, samples, etc.

3.10 The ENGINEER shall promptly review and approve or take other appropriate action on proposed "equal materials or equipment." The ENGINEER shall not approve any such proposed equal materials or equipment unless such equals conform to the PROJECT design concept, the construction documents, the contract for construction, and the estimated life cycle PROJECT projections.

3.11 The ENGINEER shall promptly review and evaluate the results of all inspections, tests and written reports required by the contract for construction, which were required by any governmental entity, or which were necessary or advisable. The ENGINEER shall take appropriate action on test results and shall promptly reject any work that does not conform to and comply with the requirements.

3.12 The ENGINEER shall promptly review, administer, manage, and advise the OWNER concerning, proposals and requests for change orders from the contractor. The ENGINEER shall prepare change orders for the OWNER's approval and execution in accordance with

the construction contract. The ENGINEER shall not be authorized to "swap out" required changes with reduced construction requirements without the written consent of the OWNER. The ENGINEER shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests, and change orders.

3.13 The ENGINEER shall promptly notify the OWNER in writing of any information it obtains pertaining to any claim; alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims; or similar claims, involving any PROJECT contractor, supplier, subcontractor, or consultant, whether or not such claims or alleged claims arise from or relate to the PROJECT.

3.14 The ENGINEER shall at all times have access to the work wherever it is located. The ENGINEER shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the work.

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 4 - ADDITIONAL SERVICES

The following services of the ENGINEER are not included in Article 2 and Article 3. 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 February 13, 2026. The final completion date for the completion of design services as outlined in Article 2 and for the completion of construction administration services as outlined in Article 3, shall coincide with the duration of the construction contract for the project.

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, a Not to Exceed (NTE) Ceiling Price of SIX HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-EIGHT AND NO/100 DOLLARS ($688,898.00) for design services described in Article 2 and construction administration services described in Article 3. 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 NOT TO EXCEED (NTE) CEILING PRICE

NTE Ceiling price. The City of Huntsville (COH) will not be obligated to pay the ENGINEER any amount in excess of the NTE ceiling price as per Attachment "1", and the ENGINEER shall not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth in the referenced attachment, unless and until the COH notifies the ENGINEER in writing that the NTE ceiling price has been increased and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract. NTE ceiling price increase will be done by a written change order to the contract issued by the OWNER that will not require the ENGINEER's approval. When and to the extent that the NTE ceiling price set forth in the referenced attachment has been increased, any hours expended and material costs incurred by the ENGINEER in excess of the NTE ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

7.4 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 and Engineering Construction Administration Services for Beaverdam Creek Sanitary Sewer Extension – Not to Exceed (NTE) Ceiling Price of	$688,898.00
TOTAL CONTRACT AMOUNT:	**$688,898.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The ENGINEER shall submit monthly invoices to the Administrative Officer in the Water Pollution Control Department, for the basic services described under Articles 2, 3 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, 3 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 CHANGES

9.5.1 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.

9.5.2 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.

9.6 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.

9.7 SEAL ON DOCUMENTS

9.7.1 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.

9.7.2 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.

9.7.3 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.

9.7.4 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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. The professional liability insurance shall contain contractual liability coverage.

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 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.

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 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. 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; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, 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 STANDARD OF CARE

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.

11.15 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:
GARVER, L.L.C.

BY: _____

TITLE: _____

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 January 30, 2026 from Blake Martin to Randall Stewart and attachments).

5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

January 30, 2026

Mr. Randall Stewart
City of Huntsville, WPC
1800 Vermont Road SW
Huntsville, AL 35802

Re: Proposal for Professional Engineering Services and Construction Inspections Services Beaverdam Creek Sanitary Sewer Extension

Dear Mr. Stewart:

Garver is pleased to provide this proposal for professional engineering services and construction engineering services for the design and bid phase services of the Beaverdam Creek Sanitary Sewer Extension. This project will include the design and construction of approximately 10,000 linear feet of new 24-inch gravity sewer line starting at the existing Greenbrier Road lift station (PS 031) adjacent to Highway 20. Then parallel Highway 20 for approximately 4000 liner feet to boundary of preserve. Turning north form there for approximately 3800 liner feet before turning east for approximately 2200 liner feet crossing Beaver Dam Creek, tying into Beaverdam Creek truckline. The specific scope of services for this project is included as **Appendix A**. A supporting map depicting the approximate limits of the extension is included as **Appendix B**.

Based upon the scope of services provided and the project information made available to us thus far, we propose to perform all tasks included in Appendix A for a lump sum amount of $348,398.00 and construction services for a not to exceed amount of $340,500.00. A breakdown of the work tasks and associated hours is included as **Appendix C**. A copy of our current hourly rate schedule used to develop these costs is included as **Appendix D**.

We are prepared to begin work immediately upon your authorization and anticipate completing the design phase services within 90 days according to the schedule milestone dates included in Appendix A. If unforeseen delays beyond Garver's control occur, additional time may be required. Please contact us should you have any questions regarding this proposal or need additional information. We appreciate the opportunity to continue to be of service to the City of Huntsville.

Sincerely,

GARVER, LLC

_____

Blake Martin, P.E., CFM
Field Services Central Director

In concurrence:

_____

Mr. Randall Stewart
Director of Water Pollution Control

Attachments:
Appendix A – Scope of Services
Appendix B – Supporting Map
Appendix C – Task and Fee Breakdown
Appendix D – Current Hourly Rate Schedule
Appendix E – GTEC, LLC Geotechnical Proposal

EXHIBIT A
(SCOPE OF SERVICES)

GENERAL

Generally, the scope of services includes professional engineering services for design and bidding services of the Beaverdam Creek Sanitary Sewer extension project. Also, included in the scope is Construction Administration and Inspection Services for the duration of the project construction, anticipated to be a 12-month duration. This project will include the design and construction of approximately 10,000 linear feet of new 24-inch gravity sewer line starting at the existing Greenbrier Road lift station (PS 031) adjacent to Highway 20. Then parallel Highway 20 for approximately 4000 liner feet to boundary of preserve. Turning north form there for approximately 3800 liner feet before turning east for approximately 2200 liner feet crossing Beaver Dam Creek, tying into Beaverdam Creek truckline. Garver will execute design for this project in two submittal phases: Detailed Design (60%) and Final Design (100%). Preliminary Design, Alternate Alignment studies and 30% drawings were previously performed during contact scoping.

A supporting map depicting the approximate alignment is provided in Appendix B.

1. SURVEYS

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the Project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site. Garver will establish control points for use during construction.

2. GEOTECHNICAL SERVICES

Garver will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of the upgrades. More specifically, a geotechnical exploration will be conducted along the proposed project route. Geotechnical services will be provided by a subconsultant. It is anticipated that up to four (12) bore locations will be required.

3. Detailed Design (60%)

The Detailed Design phase (60%) submittal will include plans, ALDOT Permit Applications, and an opinion of probable construction cost. The design phase will represent approximately 60 percent of final construction contract plans. Garver will proceed with Final Design after the 60% Design is approved by the Owner.

Specifically, GARVER shall complete the following efforts as part of the Detailed Design Phase:

3.1. Garver will prepare for and conduct a project meeting to include:

a. Garver will conduct one (1) Project Kick-Off Meeting. This effort will include meeting minutes that document project goals and objectives, discussions and action items identified during the meeting, and project schedule.

b. Conduct one field investigation to visually inspect existing conditions.

3.2. Garver will perform the following project coordination tasks throughout the Detailed Design Phase:

a. Maintain an overall schedule for the project and routinely advise the Owner of critical path items affecting project progress versus schedule.

b. Monthly project progress and schedule updates.

c. Prepare and submit invoices for progress payments.

3.3. Detailed Design Drawings

a. Garver anticipates the detailed design drawings will include the following:

(i.) Cover and General Notes
(ii.) Overall Project Layout and Control
(iii.) Plan and Profile
(iv.) Erosion Control
(v.) Standard Construction Details

b. Draft Bid Form
c. ALDOT permit applications

3.4. Detailed Design OPCC

a. Garver will prepare an OPCC based on information obtained during the 60% design stage. The OPCC will be presented as part of the Detailed Design Review Workshop.

3.5. Detailed Design Review Workshop

a. Garver will lead and participate in a Detailed Design Review Workshop with the Owner to deliver and review the detailed design effort. Garver will provide the Owner with detailed design deliverables to be submitted electronically. The workshop will be held at the Owner's main office.

b. Garver will prepare meeting minutes and distribute to all attendees following the workshop that document discussions and action items identified during the workshop along with an updated project schedule. Upon completion of the meeting, Garver shall proceed with Detailed Design Phase Services with approval from Owner.

3.6. Detailed Design Deliverables

a. The following deliverables will be provided to Owner during the detailed design phase:

(i.) Electronic (PDF) and three (3) hard copies of the draft 60% Design Documents (half-size drawings), and an OPCC.
(ii.) Electronic (PDF) copies of the 60% Design Workshop meeting minutes.

4. FINAL DESIGN

During the Final Design phase of the Project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost.

Specifically, Garver will complete the following efforts as part of the Final Design phase:

4.1. Garver will perform the following project coordination tasks throughout the Final Design Phase effort:

a. Maintain an overall schedule for the project and routinely advise the Owner of critical path items affecting the project progress versus schedule.

b. Monthly project progress and schedule updates.

c. Prepare and submit invoices for progress payments.

d. Coordination with 2thePoint Incorporated for proposed interconnection of subdivision and sewer interceptor design.

4.2. Final Design Drawings and Specifications

a. Incorporate Detailed Design phase comments into drawings and specifications.

b. Prepare scope of work for use in advertisements and bid package.

c. Final Bid Form and Engineer's Estimate.

d. Develop calendar day construction contract duration.

4.3. Contract Documents

a. The Contract Documents represent bid-ready design drawings and specifications, signed and sealed. Garver will combine drawings and specifications with Owner's standard front-end documents and any other information as required by Owner to competitively bid the work and to create a Contract Documents package.

4.4. <u>Final Design Deliverables</u>

a. The following final design deliverables will be provided to the Owner:

(i.) Electronic (PDF) of the final, bid-ready Contract Documents and OPCC estimate.

5. Bidding Services

Upon completion of the Final Design phase and approval of the bid-ready Contract Documents by project stakeholders, Garver will provide the following services for a single bid phase:

5.1. Bidding Assistance

a. The bidding period for prospective bidders is anticipated to be a 30-day period. During the bidding period phase of the project, Garver will:

(i.) Prepare an agenda for the Pre-Bid Meeting.
(ii.) Attend the Pre-Bid Meeting.
(iii.) Support the contract documents by preparing addenda as appropriate. This effort includes receiving and answering questions from prospective bidders and, if necessary, addressing these questions via addenda.
(iv.) Attend the Bid Opening.

6. CONSTRUCTION PHASE SERVICES

Construction Administration and Inspection Services are included as part of this Scope of Work. Garver will provide a fulltime resident construction observer for the duration of the project.Garver will provide project engineer to review submittals, hold monthly progress meetings and review of contract payment request.

7. EXTRA WORK

The following items are not included under this Agreement but will be considered as extra work:

a. Easement acquisition services.
b. Property Surveys
c. Electrical aid-to-construction (ATC) expenses.
d. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
e. Presence/absence surveys for protected species, formal consultation with USFWS, and/or preparation of a Biological Assessment.
f. Multiple design scenarios or bid packages.
g. Design, submittals, and/or deliverables in addition to those listed herein.
h. Construction phase services.
i. Construction materials testing.
j. Environmental assessments or evaluations.
k. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
l. Hydraulics and hydrology for floodway No-Rise Certification and Individual 404 permit.
m. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
n. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
o. Warranty assistance.
p. Financial Assistance.
q. Bid phase services not listed herein including prequalification of potential bidders, preparation of advertisement for bids, posting and/or managing online planroom, bid tabulation, preparation of construction contract, or preparation of conformed documents.

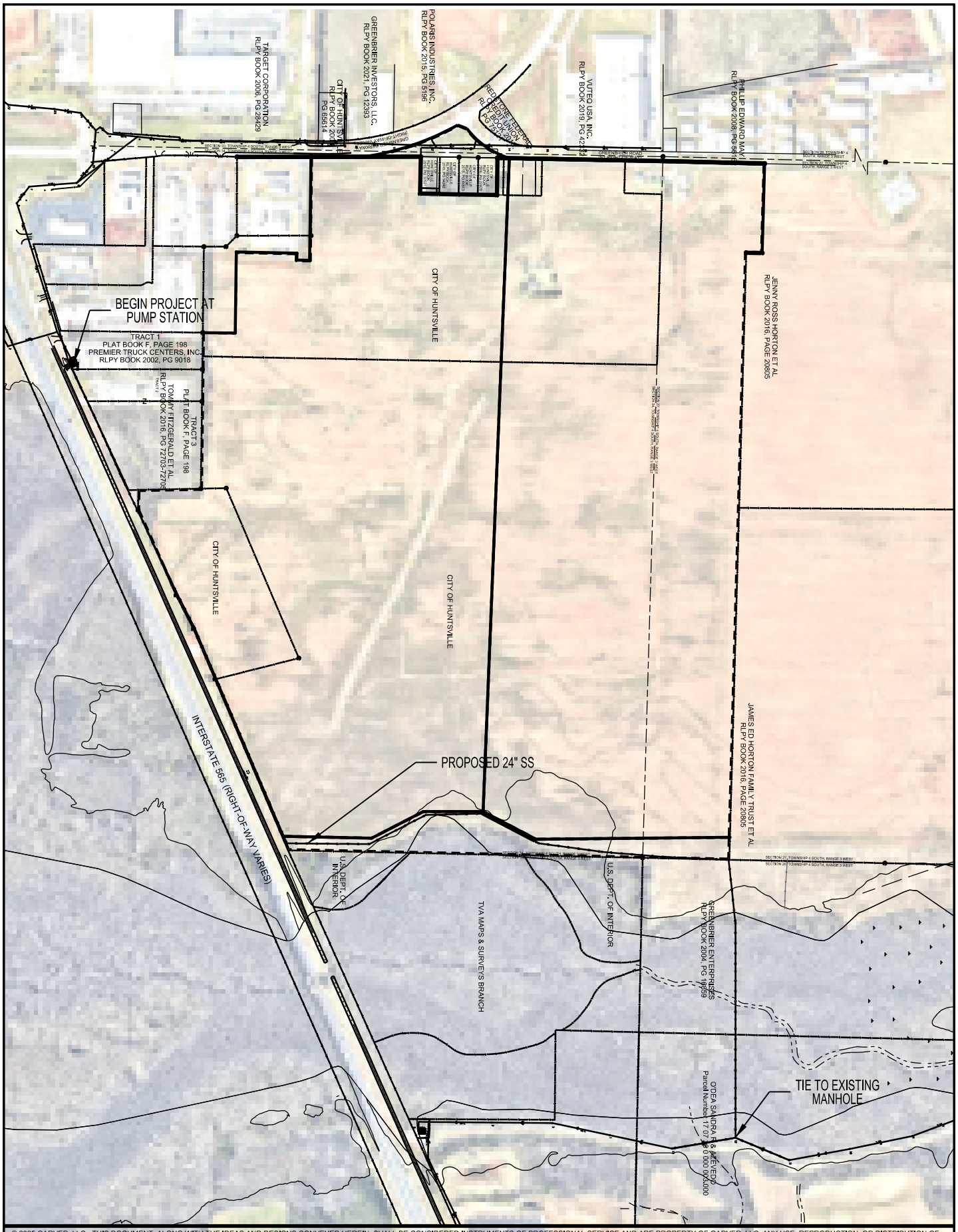
r. Services necessitated by errors, omissions, or inaccuracies in information provided or specified by Owner or a separate consultant of Owner, including the Contractor(s).

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

8. SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall endeavor to complete the work in accordance with the estimated schedule below:

Phase Description	Estimated Calendar Days
Geotechnical Engineering	45 days from Notice to Proceed
Survey	30 days from Notice to Proceed
Detailed Design	30 days from Notice to Proceed
Final Design	30 days from approval of Detailed Design
Bidding Services	Immediately upon completion of Final Design
Construction Phase Services	Notice to proceed to contractor



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GARVER
5125A Research Drive NW
Huntsville, AL 35805
(256) 534-5512

BEAVERDAM CREEK
SANITARY SEWER
EXTENSION

HUNTSVILLE, ALABAMA

APPENDIX B
SUPPORTING MAP

FIGURE NUMBER
C-101

SHEET NUMBER
01

EXHIBIT - C

Garver - Estimated Labor Requirements and Anticipated Personnel

Fee Proposal for Professional Land Surveying and Engineering Services for Beaverdam Creek Sanitary Sewer Extension

20-Nov-25

	Engineer, E-4	Inspector, C-3	Engineer, E-2	Engineer, E-1	Professional Surveyor, S-6	2-Man Survey Crew(GPS)	Technicians, T-2	Total
	Project Manager	Senior Inspector	Project Engineer	Engineer	PLS	Field Crew	CAD Tech	Estimated
ITEM	@ $216/HR	@ $211/HR	@ $162/HR	@ $130/HR	@ $227/HR	@ $243/HR	@ $130/HR	Cost
Professional Land Surveying Services								
Project Management QA/QC/Coordination Meetings					32		16	$9,344.00
Deed and records research							24	$3,120.00
Control Survey and Topographic Survey						60		$14,580.00
Develop project property map, & tract sketches					16		60	$11,432.00
Process Survey Data - Create Surface Model							48	$6,240.00
Preliminary Topo and Staking (Creek Sections)					2	21	32	$9,717.00
								$54,433.00
Civil Engineering Design Services								
Preliminary Design and Alternate Alignment study	100		100	80				$48,200.00
Prepare and Submit 60% Construction Drawings	80		100	200				$59,480.00
Prepare and Submit 100% Construction Drawings	56		70	200				$49,436.00
Prepare and Submit Quantity and Pricing Estimates	32		60	100				$29,632.00
Prepare Bidding Package, RFI's, Issue Addenda	32		40	60				$21,192.00
Coordination with stakeholders, design meetings	16		32	40				$13,840.00
ALDOT Permitting	40		50	60				$24,540.00
QC/QA	24		20	32				$12,584.00
								$258,904.00
G-TEC Geotechnical Subsurface Exploration								
Subsurface Exploration & Report								$35,061.00
								$35,061.00
Construction Services								
Coordination, Planning and QC/QA reviews	40			40				$13,840.00
Full Time Inspection		1500						$316,500.00
RFI and Submittal Reviews	20		20	20				$10,160.00
								$340,500.00

January 30, 2026

Garver
5125 Research Drive NW
Huntsville, Alabama 35805

ATTN: Mr. Zachary Turner, P.E.

SUBJECT: Proposal for Geotechnical Engineering Study
Beaverdam Creek Sanitary Sewer Extension
Huntsville, Limestone County, Alabama
GTEC Proposal No. P-00869 Rev 1

Ladies and Gentlemen,

GTEC, LLC is pleased to provide this proposal for a Geotechnical Engineering Study for the above referenced project in Huntsville, Limestone County, Alabama. Updated project information was provided by Mr. Zachary Turner via email on January 28, 2026. This revised proposal describes the site and presents a planned scope of services, fee, and anticipated schedule for the updated layout.

PROJECT INFORMATION

GTEC, LLC understands Garver is assisting the City of Huntsville's Water Pollution Control with the design of a sanitary sewer extension on the north side of Old Highway 20 in Huntsville, Alabama. The proposed sanitary sewer line will have a diameter of 24 inches and be located 20 feet north of the roadway. Referencing provided drawings, the proposed route begins approximately 1,700 feet east of Greenbrier Parkway and travels northeast along Old Highway 20 until station 41+15. At station 41+15, the alignment travels north until Station 77+00 where the route diverts east. We understand that jack and bore techniques will be used where the route crosses Beaverdam Creek between stations 89+00 and 91+00. The provided profile shows the line is planned for depths of up to 30 feet beneath the existing ground surface. The proposed depth of the line near Beaverdam Creek is about 12 feet.

GTEC was provided Section 4.2 of the City of Huntsville's *Design and Acceptance Manual for Sanitary Sewers*. This proposal has been prepared in accordance with these guidelines.

SCOPE OF SERVICES

The purpose of our study is to explore the subsurface conditions and groundwater levels in order to provide recommendations for construction planning. To accomplish this objective, we have developed the following scope of services.

We will contact Alabama One Call prior to the performance of our field services. The utility location services will only mark registered public utility lines; therefore, we will need assistance in locating private lines or underground structures.

Field Activities

Since the northeastern portion of the site is heavily vegetated, GTEC will coordinate or provide clearing services to access our proposed test locations. Our scope does not include efforts to access the area during flooded conditions.

Test locations will be marked using a hand-held GPS unit. If a topographic survey is provided, boring elevations can be estimated by interpolating between contour lines. If more accurate location and elevation are needed, we recommend our boring locations be surveyed.

GTEC proposes to explore the subsurface conditions with twenty-two (22) soil test borings during this study. The borings will be performed at the locations and to the depths described in the following table.

Proposed Boring Number	Proposed Boring Station	Proposed Bottom Depth of SS Line (feet)	Proposed Boring Depth (feet)
G-1	0+00	7	10
G-2	5+00	7	10
G-3	10+00	7	10
G-4	15+00	7	10
G-5	20+00	16	20
G-6	25+00	30	35
G-7	30+00	29	30
G-8	35+00	15	20
G-9	40+00	22	25
G-10	45+00	26	30
G-11	50+00	24	30
G-12	55+00	10	15
G-13	60+00	16	20
G-14	65+00	13	15
G-15	70+00	25	30
G-16	75+00	29	35
G-17	80+00	26	30
G-18	85+00	11	15
G-19	89+50	12	15
G-20	90+50	12	15
G-21	95+00	12	15
G-22	100+00	15	20

Standard penetration tests (SPT) in accordance with ASTM D1586 will be conducted in conjunction with the soil test borings. The SPT tests will be performed at 5-foot intervals to boring termination or auger or SPT refusal. Pocket penetrometer readings may be taken on each sample and recorded on the Boring Log.

In borings G-19 and G-20 at the location of the jack and bore, if auger refusal is encountered above 12 feet, we will extend one boring by 10 feet using NQ rock coring techniques. Upon completion, subsurface water will be measured and recorded in each borehole, and the borehole will be backfilled with soil auger cuttings.

A member of our staff will supervise the drilling activities and visually classify the soil samples in general accordance with ASTM D2488, the Standard Practice for Description and Identification (Visual-Manual Procedure). Based on the anticipated conditions, we plan to perform the following laboratory tests on select samples:

- Natural Moisture Content (Soil), ASTM D2216
- Atterberg Limits, ASTM D4318
- Particle Size Analysis of Soil, ASTM D422

Engineering Evaluation and Report

After our analyses are complete, we will issue a written report describing the exploration and outlining our recommendations. The report will include the following:

- Our understanding of the planned project,
- A summary of existing site conditions, site geology, and topography,
- Records of field tests outlining the materials encountered at the test locations,
- Results of laboratory tests performed to provide information regarding the engineering characteristics of the subsurface materials,
- Recommendations for directional drilling,
- Preliminary OSHA classification of trench soils at boring locations, and
- Groundwater concerns, if encountered.

CLIENT RESPONSIBILITIES

To assist with fulfilling our proposed scope of services, GTEC requests the following:

- Plans and Specifications: GTEC has been provided a route alignment drawing and profiles. GTEC requests the client send current and updated drawings as the project progresses. Documents should include as much information as possible including, but not limited to, dimensions, site layout, survey data, structural loadings, and grading plans.
- Field Work Scheduling and Site Access: GTEC requests the client provide any field work scheduling restrictions for the site or any other restrictions limiting field work. GTEC also

requests the client provide any special instructions for site access, such as gates, property owner coordination, clearing concerns, or any other site access concerns limiting GTEC personnel and subcontractors from accessing the site.

- Private Utilities: GTEC requests the client send current private site utility drawings or coordinate approval of proposed test locations with property owner prior to field work.

FEE AND SCHEDULE

At this time, we propose our services described for the fees listed in the following table:

Services	Fee Type	Fee
Geotechnical Engineering Study	Lump Sum	$28,582
Clearing (if required)	Lump Sum	$6,479
	Estimated Total	$35,061

Services not included in the scope can be added at our prevailing unit rates. We will schedule field activities upon receipt of this contract authorized by signature below and provide the planned dates of services. Final reports will be issued within six to seven weeks of authorization. This proposal is valid if accepted within 60 days of issuance.

AUTHORIZATION

Should this proposal meet your objectives, please sign, date, and return. Signed authorization will constitute acceptance of the fee, schedule, and General Terms and Conditions, which are included with this proposal. Any modification to this proposal, the fee, schedule, or General Terms and Conditions must be accepted by both parties.

To Authorize this Proposal, please sign below:

Printed Name/Title	Company Name
Signature	Billing Address
Date	Accounts Payable Email Address

CLOSING REMARKS

We appreciate this opportunity to be of service and look forward to working with you on this project. If you have any questions regarding this proposal or would like to discuss the proposed scope and budget, please do not hesitate to contact GTEC.

Respectfully,
GTEC

Cesar G. Castillo, E.I.
Project Manager

Rachel T. Finch, P.E.
Senior Engineer

Attachments: General Terms and Conditions

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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): GARVER, LLC
- City of Huntsville current taxpayer identification number (if available): 4755
  (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: 136453 - AL 01-0733400 - EIN
☐ Corporation	Number & State:
☐ Other, please explain:	Number & State (if a filing entity under state law):

7103095B3 AL TAX ID

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: [signature] Title (if applicable): Regional Office Administrator

Type or legibly write name: JERRY D. McCARLEY Date: 1/6/12

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

Exhibit D
Client
Project Name
Garver Hourly Rate Schedule: July 2025 - June 2026

Classification	Rates
Engineers / Architects	
E-1	$ 130.00
E-2	$ 162.00
E-3	$ 184.00
E-4	$ 216.00
E-5	$ 254.00
E-6	$ 303.00
E-7	$ 343.00
Planners	
P-1	$ 119.00
P-2	$ 152.00
P-3	$ 173.00
P-4	$ 195.00
P-5	$ 222.00
Designers	
D-1	$ 125.00
D-2	$ 154.00
D-3	$ 168.00
D-4	$ 184.00
D-5	$ 222.00
Technicians	
T-1	$ 108.00
T-2	$ 130.00
T-3	$ 146.00
T-4	$ 162.00
Surveyors	
S-1	$ 63.00
S-2	$ 77.00
S-3	$ 98.00
S-4	$ 146.00
S-5	$ 211.00
S-6	$ 227.00
S-7	$ 243.00
S-8	$ 168.00
2-Man Crew (Survey)	$ 243.00
3-Man Crew (Survey)	$ 308.00
2-Man Crew (GPS Survey)	$ 254.00
3-Man Crew (GPS Survey)	$ 308.00
Construction Observation	
C-1	$ 125.00
C-2	$ 157.00
C-3	$ 211.00
C-4	$ 270.00
C-5	$ 308.00

Classification	Rates
Resource Specialists	
RS-1	$ 113.00
RS-2	$ 148.00
RS-3	$ 210.00
RS-4	$ 290.00
RS-5	$ 362.00
RS-6	$ 497.00
RS-7	$ 497.00
Environmental Specialists	
ES-1	$ 111.00
ES-2	$ 164.00
ES-3	$ 182.00
ES-4	$ 214.00
ES-5	$ 276.00
ES-6	$ 344.00
ES-7	$ 430.00
ES-8	$ 486.00
Project Controls	
PC-1	$ 115.00
PC-2	$ 152.00
PC-3	$ 193.00
PC-4	$ 248.00
PC-5	$ 303.00
PC-6	$ 390.00
PC-7	$ 491.00
Management / Administration	
AM-1	$ 76.00
AM-2	$ 98.00
AM-3	$ 141.00
AM-4	$ 184.00
AM-5	$ 249.00
AM-6	$ 303.00
AM-7	$ 411.00
M-1	$ 594.00

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:	_____	_____

(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
GTEC	Geotechnical Engineering Study	$35,061.00
	SUB-TOTAL	$35,061.00
	5% Administrative Fee	$0
	TOTAL	$35,061.00

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 feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

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: _____

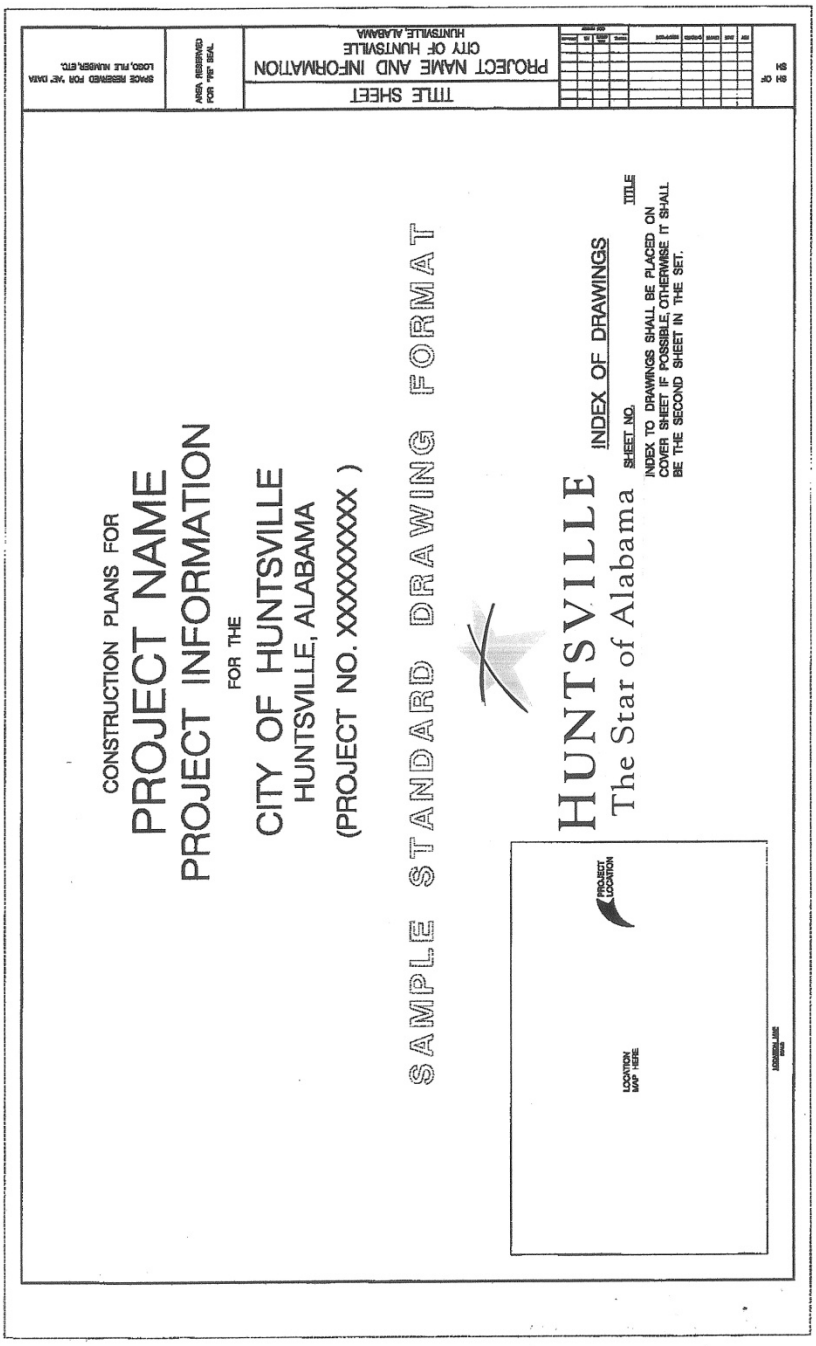
COMMENTS: _____

BY: _____
AUTHORIZED REPRESENTATIVE

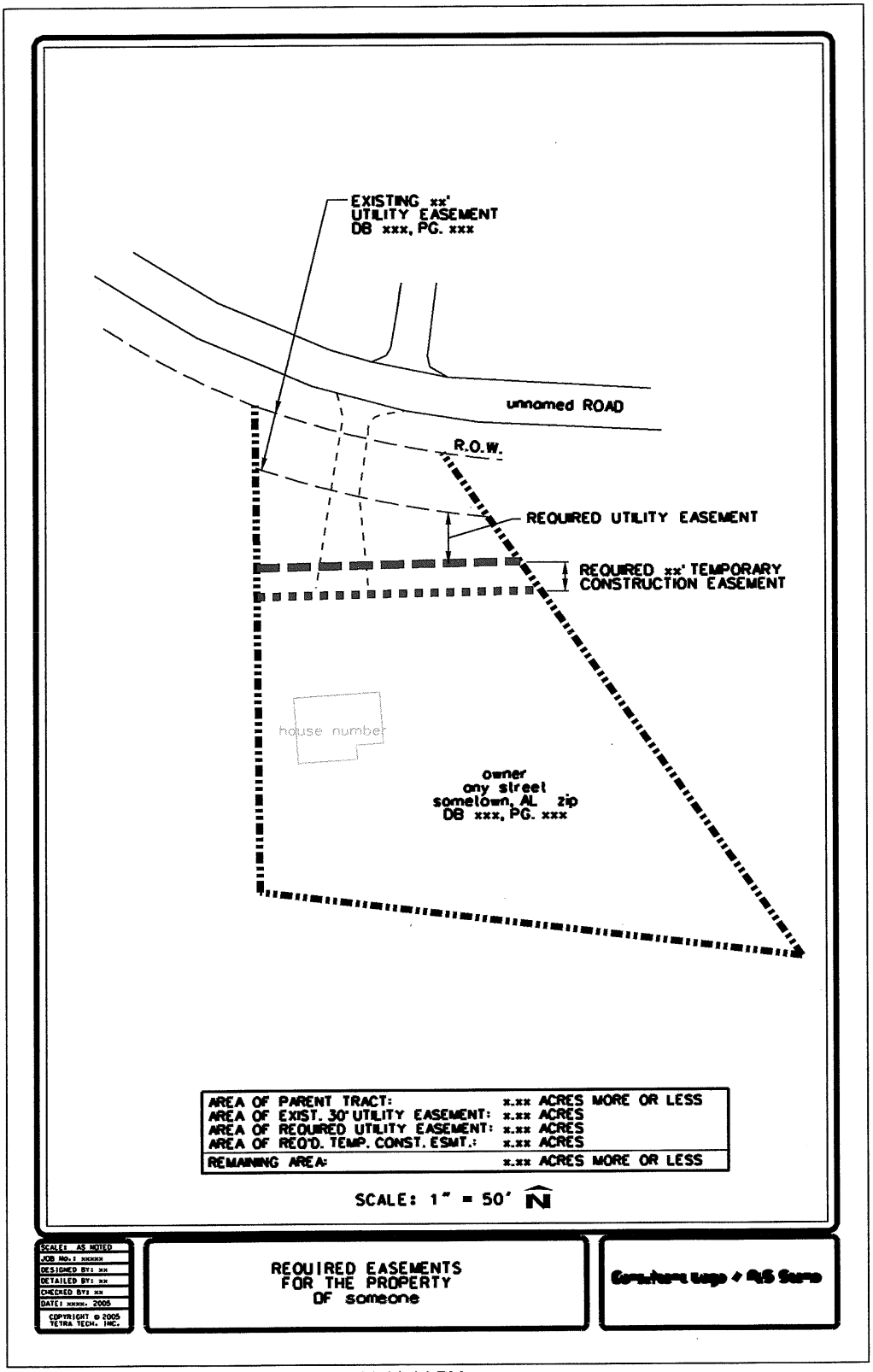
FIELD CONTACT PERSON: _____ PHONE: _____
OFFICE CONTACT PERSON: _____ PHONE:_____

DATE:_____

ATTACHMENT 11



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:** 2/12/2026 **File ID:** 2026-166

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 Patrick Moore.

Resolution No.

Finance Information:

Account Number: 1000-41-41100-501010-00000000

City Cost Amount: $5,000.00 maximum

Total Cost: $5,000.00 maximum

Special Circumstances:

Grant Funded: 0.00

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: Special Employee Contract for retired Investigator Patrick Moore to assist with prosecution of criminal cases initiated while serving as a full-time police investigator. A maximum of $5,000 to be paid. Contract for one (1) year.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6533

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 Patrick Moore.

Resolution No.

Finance Information:

Account Number: 1000-41-41100-501010-00000000

City Cost Amount: $5,000.00 maximum

Total Cost: $5,000.00 maximum

Special Circumstances:

Grant Funded: 0.00

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: Special Employee Contract for retired Investigator Patrick Moore to assist with prosecution of criminal cases initiated while serving as a full-time police investigator. A maximum of $5,000 to be paid. Contract 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 Patrick Moore, 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 Patrick Moore," consisting of three (3) pages including Attachment "A", and the date of February 12, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

_____
Mayor of the City of Huntsville,
Alabama

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND PATRICK MOORE

STATE OF ALABAMA)
COUNTY OF MADISON)

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND PATRICK MOORE

THIS AGREEMENT is made and entered into on the 12th day of February 2026 by and between Patrick Moore, an individual, ("Moore") 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. Moore 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. Moore'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 Moore at the rate of $30.00 per hour not to exceed an average of twenty-nine (29) hours per week, with the total sum not to exceed $5,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Moore shall not receive any cost-of-living adjustment approved by the City Council for all other employees of the City. In addition, Moore 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. Moore 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 February 12, 2026.

_____
President of the City Council
Of the City of Huntsville, AL
Date: February 12, 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, Moore shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

6. Moore acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Moore 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.

_____
Patrick Moore, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Shaundrika Edwards
ITS: City Clerk

EXHIBIT A

Testify in Federal, State, and/or Municipal court to assist with the prosecution of criminal cases initiated while serving as a full-time police investigator.

Perform additional tasks related to the prosecution of criminal activities and/or law enforcement activities as authorized in writing by the Chief of Police or his designee.

Maintain all professional, ethical and work standards required of all sworn officers of the Huntsville Police Department.

Abide by all policies and procedures of the Huntsville Police Department and the City of Huntsville.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/26/2026 **File ID:** 2026-167

Department: ITS

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring certain property surplus and to be disposed of per Agreement with Managed Asset Recycling Solutions, LLC.

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:

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

Additional Comments:

Ordinance declaring certain property surplus and to be disposed of per Agreement with Managed Asset Recycling Solutions, LLC.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026 **File ID:** TMP-6556

Department: ITS

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring certain property surplus and to be disposed of per Agreement with Managed Asset Recycling Solutions, LLC.

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:

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

Additional Comments:

Ordinance declaring certain property surplus and to be disposed of per Agreement with Managed Asset Recycling Solutions, LLC.

ORDINANCE NO. 26-____

WHEREAS, the City Council of the City of Huntsville has determined that the personal property described below has been identified by ITS as surplus to the needs of the City of Huntsville and is no longer needed for a public or municipal purpose by the City of Huntsville.

THEREFORE, BE IT ORDAINED, by the City Council of the City of Huntsville, Alabama, that the personal property described below is surplus to the needs of the City of Huntsville and no longer needed for a public or municipal purpose by the City of Huntsville.

Company Asset ID	Track-It! Asset Type	Serial Number
3567	Scanner	S29G405633
4267	VoIP Phone	INM09051QSB
4268	VoIP Phone	INM09051RFG
4284	VoIP Phone	INM09051P2C
4481	VoIP Phone	INM09232DB6
4562	VoIP Phone	INM092222JU
4567	VoIP Phone	INM092312F4
4569	VoIP Phone	INM092312FY
4581	VoIP Phone	INM092319DQ
4590	VoIP Phone	INM09231A14
4598	VoIP Phone	INM092310F8
4601	VoIP Phone	INM0923124U
4751	VoIP Phone	INM0923167S
4753	VoIP Phone	INM092316P8
4877	VoIP Phone	INM09251ELU
4912	VoIP Phone	INM092428LX
4920	VoIP Phone	INM092425VB
5026	VoIP Phone	INM06480FTZ
5150	VoIP Phone	INM09441802
5186	VoIP Phone	INM0944277Z
5192	VoIP Phone	INM09442793
5198	Switch	CAT0946R0H5
5784	Printer	MY6CD1Z0X4
5838	Monitor	CNC711Q5WW
5851	VoIP Phone	FCH1104ASKD
5852	VoIP Phone	FCH1104ASL0
5854	VoIP Phone	FCH1104ASNY
5860	VoIP Phone	FCH1105948P
5872	VoIP Phone	FCH11098T7M
5881	VoIP Phone	FCH11098T9X
6354	VoIP Phone	FCH1147AMLS

6529	Monitor	CND8041GSL
6589	Monitor	WJ22H9FQ102989W
6637	VoIP Phone	FCH1214FBUL
6686	VoIP Phone	FCH12118M90
6838	Monitor	CNC824Q8NZ
7089	VoIP Phone	FCH1235AN71
7182	Network Devices	Furniture/No Serial
7204	Monitor	B809818831
7217	Monitor	CNK9130P7D
7291	Monitor	CNK9160MFJ
7314	Switch	FDO1324X09H
7412	Printer	MY9AB4221T
7619	Printer	CNG9C1WDYT
7627	Monitor	3CQ113BJ3K
7649	Monitor	CNK10900VH
7759	Scanner	374109
7769	Printer	CNG9C9X02S
7836	VoIP Phone	FCH1602B5ZM
8622	Printer	CN316BW65C
8623	Printer	CN316BWG8S
8634	Scanner	514515
8641	Printer	CN3AA19PNB
8696	Monitor	601NTRL69118
8873	Monitor	311NDAY9U176
8904	VoIP Phone	FCH1746AL6M
8905	VoIP Phone	FCH17478E12
8906	VoIP Phone	FCH1746B183
8928	Monitor	LT500426
8933	Monitor	LT501378
8954	Monitor	PL402LT6000001
9000	VoIP Phone	FCH130392AY
9005	VoIP Phone	FCH14198KZS
9049	Printer	T1148810705
9057	Monitor	PL420LT502216
9121	VoIP Phone	FCH1215DTCR
9183	Scanner	A36D130755
9223	Laptop	R90BRP9H
9245	Printer	CN4CDEW0W2
9253	VoIP Phone	FCH1523AFWA
9291	Monitor	PL451LT501437
9338	Laptop	R90F89PK

9339	Laptop	R90F89U1
9340	Laptop	R90F89Q8
9341	Laptop	R90F89UN
9342	Laptop	R90F89QQ
9343	Laptop	2N9XN23
9344	Laptop	R90F89QR
9345	Laptop	R90F89UW
9346	Laptop	R90F89V4
9348	Laptop	R90F89SZ
9349	Laptop	R90F89V2
9351	Laptop	R90F89U3
9352	Laptop	R90F89UA
9419	Printer	VNB3423396
9585	Scanner	A36DC25020
9661	Scanner	A36DC60294
9740	Monitor	511NTBK4L781
9749	Monitor	511NTHM4L713
9769	VoIP Phone	FCH1509A4B6
9781	Printer	CN59OFW0K3
9797	Printer	CN5BSF31GB
9833	Laptop	4HXBM72
9837	Monitor	601NTUWAK238
10003	VoIP Phone	FCH1013835M
10013	VoIP Phone	INM092325NX
10031	Monitor	604NTYTF7018
10145	Laptop	PC0BCYAF
10227	Workstation	8CJKMD2
10239	Workstation	CSFDJG2
10289	Printer	PHB5D00441
10290	Printer	PHB5D00429
10341	Laptop	CND651149C
10379	Workstation	499BDH2
10497	Laptop	RG639F0333
10707	Copier	U63274G7J452571
10709	Tablet	RHB03F2368
10713	Monitor	612NYSUB8585
10735	Monitor	701NTNHB3759
10739	Workstation	BD878B3
10741	Workstation	4V14HH2
10742	Workstation	4TXTDH2
10749	Workstation	4TY3HH2

10750	Workstation	BD878B3
10754	Workstation	4TZRDH2
10755	Workstation	4TYXDH2
10757	Workstation	4TZVDH2
10758	Workstation	4V1SDH2
10767	Workstation	4TZ3HH2
10771	Workstation	4V0TDH2
10774	Workstation	4TYTDH2
10777	Workstation	4TXRDH2
10781	Workstation	4TYSDH2
10783	Workstation	4V24HH2
10784	Workstation	4V1RDH2
10808	Workstation	29ZMHH2
10826	Workstation	6LSSHH2
10827	Laptop	CND71250S8
10828	Laptop	CND71250S4
10829	Laptop	CND71250SJ
10838	VoIP Phone	FCH15028VCA
10859	Monitor	704MXWELS529
10862	Laptop	R90MDP84
10924	VoIP Phone	INM070326RR
10979	Workstation	5V98GK2
11031	VoIP Phone	FCH13408P4P
11033	VoIP Phone	FCH13348L56
11049	Workstation	H1BMHK2
11053	Workstation	H194HK2
11061	Workstation	H1C7HK2
11063	Workstation	H1B9HK2
11067	Workstation	H1BJHK2
11068	Workstation	H19GHK2
11069	Workstation	H1CBHK2
11071	Workstation	H1BKHK2
11076	Workstation	H1BFHK2
11078	Workstation	H1BDHK2
11079	Workstation	H18MHK2
11084	Workstation	H18GHK2
11089	Workstation	H19CHK2
11117	Monitor	705NTSUAR926
11228	Printer	JPBCJ9M21S
11245	Laptop	R90P6RRM
11303	Monitor	709NTKF9Q485

11334	Printer	CNB9K4TCTS
11355	Monitor	612NTPV65992
11362	Monitor	612NTSU65926
11428	Workstation	BWMZQP2
11435	Workstation	BWQYQP2
11438	Workstation	BWR2RP2
11442	Workstation	BWS0RP2
11444	Workstation	BWS2RP2
11449	Workstation	BWV2RP2
11456	Workstation	BWNZQP2
11468	Monitor	804NTSU1T446
11477	Laptop	RHB03F2369
11478	Laptop	RHB03F2370
11482	Tablet	RHB03F2374
11484	Laptop	RI103F1897
11486	Laptop	RI103F1914
11487	Tablet	RI103F1913
11488	Laptop	RI103F1912
11489	Tablet	RI103F1911
11490	Tablet	RI103F1910
11491	Laptop	RI103F1909
11494	Laptop	RI103F1906
11495	Tablet	RI103F1905
11500	Laptop	RI103F1900
11502	Tablet	RI103F1898
11503	Laptop	RI103F1896
11505	Laptop	RI103F1894
11507	Laptop	RI103F1892
11509	Laptop	RI103F1890
11516	Tablet	RI103F1881
11523	Laptop	RI103F1874
11544	Printer	CN7C6BW132
11567	Tablet	8GTTA38277
11591	Monitor	902NTRL9W246
11627	Monitor	901NTFA2W275
11638	Monitor	901NTHM2W281
11647	Monitor	901NTSU2W286
11650	Monitor	901NTZN2W285
11654	Monitor	902NTWG9W457
11751	Copier	A61D011006534
11778	Tablet	1JTTC97513

11786	Tablet	1JTTC97524
11788	Tablet	1JTTC97523
11791	Tablet	1JTTC97540
11792	Tablet	1JTTC97534
11793	Tablet	1JTTC97501
11796	Tablet	1JTTC97559
11797	Tablet	1JTTC97566
11798	Tablet	1JTTC97500
11799	Tablet	1JTTC97539
11801	Tablet	1JTTC97545
11802	Tablet	1JTTC97538
11804	Tablet	1JTTC97535
11806	Tablet	1JTTC97531
11807	Tablet	1JTTC97516
11809	Tablet	1JTTC97514
11813	Tablet	1JTTC97511
11816	Tablet	1JTTC97541
11822	Tablet	1JTTC97522
11823	Tablet	1JTTC97510
11917	Workstation	10D3G2022B221204DDT
12016	Workstation	BWVXQP2
12021	Workstation	BWN1RP2
12056	Monitor	804NTuW6C942
12186	Workstation	73HBXQ2
12197	VoIP Phone	FCH160588XX
12200	VoIP Phone	FCH1450984E
12216	Time Clock	00JC724591
12247	VoIP Phone	FCH1738928Y
12248	VoIP Phone	FCH15149P0N
12271	Laptop	5CD8364Y61
12272	Laptop	5CD8364Y5T
12273	Laptop	5CD8364Y64
12274	Laptop	5CD8364Y5Z
12279	Laptop	5CG833W2T5
12309	Laptop	3F61JR2
12396	Workstation	9731DV2
12397	Workstation	96X2DV2
12398	Laptop	96W5DV2
12404	Workstation	9726DV2
12405	Workstation	96W1DV2
12408	Workstation	96V4DV2

12427	Workstation	96Y4DV2
12433	Workstation	96T2DV2
12436	Workstation	9RG3DV2
12439	Workstation	9RK3DV2
12468	Workstation	9RN4DV2
12482	Workstation	9S45DV2
12483	Workstation	9S46DV2
12491	Workstation	9RJ1DV2
12504	Workstation	9RX0DV2
12514	Workstation	9RR2DV2
12519	Workstation	9RV5DV2
12531	Workstation	9S52DV2
12537	Workstation	9RP3DV2
12539	Workstation	9RR0DV2
12540	Workstation	9RS2DV2
12554	Workstation	9S32DV2
12556	Workstation	9RG0DV2
12558	Workstation	9RJ0DV2
12561	Workstation	9RL6DV2
12568	Workstation	9RR4DV2
12578	Workstation	9S43DV2
12579	Workstation	9S51DV2
12583	Workstation	9732DV2
12666	VoIP Phone	FCH12458VEY
12689	Workstation	589WDX2
12736	Monitor	901MXCRPB475
12745	Monitor	901MXMTPB483
12762	VoIP Phone	FCH162690NW
12764	VoIP Phone	FCH1802AHVJ
12851	Laptop	FTQWNT2
12852	Laptop	3VQWNT2
12858	Laptop	4VQWNT2
12881	Workstation	DDQL9Z2
12918	Workstation	DDVN9Z2
12919	Workstation	DDQN9Z2
12955	Laptop	6011HW2
12977	Laptop	JSJHJX2
12979	Laptop	9TJHJX2
12980	Laptop	9CJHJX2
12981	Laptop	GFJHJX2
13025	Tablet	8ITTA44793

13030	Tablet	8ITTA44801
13034	Tablet	8ITTA45039
13035	Tablet	8ITTA44788
13039	Tablet	8ITTA44797
13045	Tablet	8ITTA44796
13048	Tablet	8ITTA44792
13050	Tablet	8ITTA44791
13053	Tablet	9LTTC20124
13056	Tablet	8GTTA38282
13057	Tablet	8ITTA44783
13060	Tablet	8ITTA45036
13062	Tablet	8GTTA38280
13063	Tablet	8ITTA44784
13076	Tablet	8JTTA46467
13078	Tablet	8KTTC55009
13082	Tablet	8KTTC54944
13083	Tablet	8KTTC54873
13084	Tablet	8KTTC54861
13085	Tablet	8KTTC55158
13090	Tablet	8KTTC55164
13093	Tablet	8KTTC55006
13094	Tablet	8KTTC54971
13101	Tablet	8JTTA46373
13105	Tablet	8KTTC55173
13115	Tablet	8KTTC55134
13116	Tablet	8JTTA50437
13117	Tablet	8KTTC55176
13126	Tablet	8KTTC54996
13130	Tablet	8KTTC55170
13133	Tablet	8KTTC54871
13136	Tablet	8KTTC55136
13139	Tablet	8KTTC55147
13142	Tablet	8KTTC54992
13143	Tablet	8KTTC55131
13146	Tablet	8KTTA53118
13148	Tablet	8KTTC54995
13152	Tablet	8KTTC54897
13155	Tablet	8JTTA46444
13156	Tablet	8KTTC55157
13161	Tablet	8KTTC55142
13163	Tablet	8KTTC55169

13169	Tablet	8KTTC55014
13170	Tablet	8KTTC54924
13173	Tablet	8KTTC55153
13178	Tablet	8KTTC54883
13179	Tablet	8KTTC54895
13186	Tablet	8KTTC55177
13196	Tablet	8KTTC54988
13197	Tablet	8KTTC54900
13199	Tablet	8KTTC55007
13203	Tablet	8KTTC55024
13206	Tablet	8KTTC55156
13209	Tablet	8KTTC54967
13210	Tablet	8KTTC54894
13216	Tablet	8KTTC55020
13217	Tablet	8KTTC55030
13223	Tablet	8KTTC54921
13226	Tablet	8KTTC55026
13228	Tablet	8KTTC55008
13234	Tablet	8KTTC55011
13241	Tablet	8KTTC54977
13246	Tablet	1JTTC97506
13334	Workstation	5K77B03
13362	Tablet	9LTTC19988
13368	Tablet	9LTTC20067
13371	Tablet	9LTTC20125
13376	Tablet	9LTTC20110
13377	Tablet	9LTTC20076
13378	Tablet	9LTTC20021
13382	Tablet	9KTTC13583
13383	Tablet	9LTTC20077
13389	Tablet	9LTTC19982
13392	Tablet	9LTTC19978
13395	Tablet	9LTTC19986
13397	Tablet	9LTTC20063
13399	Tablet	9LTTC20012
13401	Tablet	9LTTC20017
13404	Tablet	9LTTC20032
13411	Tablet	9LTTC19984
13412	Tablet	9LTTC20013
13413	Tablet	9LTTC20105
13414	Tablet	9LTTC20099

13419	Tablet	9LTTC20075
13424	Tablet	9LTTC20120
13426	Tablet	9LTTC19979
13427	Tablet	9LTTC19993
13429	Tablet	9LTTC20070
13430	Tablet	9LTTC20035
13434	Tablet	9LTTC19963
13438	Tablet	9LTTC20058
13439	Tablet	9LTTC20114
13442	Tablet	9LTTC20045
13447	Tablet	9LTTC19969
13450	Tablet	9LTTC19991
13454	Tablet	9LTTC20117
13455	Tablet	9LTTC20122
13456	Tablet	9KTTC13577
13457	Tablet	9LTTC19970
13458	Tablet	9LTTC20029
13461	Tablet	9LTTC20043
13462	Tablet	9LTTC20101
13464	Tablet	9LTTC20112
13465	Tablet	9LTTC20073
13468	Tablet	9LTTC20109
13469	Tablet	9LTTC20103
13470	Tablet	9LTTC19973
13477	Tablet	9LTTC19995
13478	Tablet	9LTTC20064
13479	Tablet	9LTTC20083
13480	Tablet	9LTTC20011
13482	Tablet	9LTTC20015
13485	Tablet	9LTTC20086
13487	Tablet	9LTTC20002
13488	Tablet	9LTTC20079
13489	Tablet	9LTTC20127
13498	Tablet	9LTTC19985
13499	Tablet	9LTTC19965
13502	Tablet	9LTTC19999
13503	Tablet	9LTTC20000
13505	Tablet	9LTTC19987
13506	Tablet	9LTTC20044
13508	Tablet	9KTTC13582
13512	Tablet	9LTTC19990

13513	Tablet	9KTTC13579
13518	Tablet	9LTTC20061
13520	Tablet	9LTTC20074
13525	Tablet	9LTTC20071
13761	Monitor	JDSHRX2
13777	Workstation	GM9YG13
13778	Workstation	H54QF13
13779	Workstation	C74QF13
13780	Workstation	574QF13
13782	Workstation	684QF13
13783	Workstation	G64QF13
13784	Tablet	DMPZT0V2LMWR
13788	Access Point	301903005184
13845	Laptop	695KJX2
13850	Laptop	GC5KJX2
13854	Laptop	H95KJX2
13864	Laptop	2JYXM13
13865	Laptop	GWZXM13
13867	Laptop	CBQYM13
13871	Laptop	31QYM13
13881	Laptop	HQT0NW2
13887	Laptop	FCT0NW2
13889	Laptop	4RT0NW2
13895	Laptop	7T2NQ13
13903	Laptop	8BLC633
13904	Laptop	HPQL633
13935	Monitor	2YHSW23
13954	Monitor	5YHSW23
14045	Laptop	H1QHXZ2
14060	VoIP Phone	FHG1429A0J1
14179	Monitor	F3YSV03
14195	Laptop	4PD4103
14232	Printer	VNBKN6X4Z3
14369	Laptop	GTTW563
14372	Laptop	FTTW563
14377	Laptop	3TTW563
14382	VoIP Phone	FCH17339FBL
14389	VoIP Phone	FCH17308PRQ
14397	Printer	MXBCN9Q2D4
15008	Laptop	6KYK793
15038	Workstation	10D3G022B2217026AT

15184	Laptop	D8XLCB3
15209	VoIP Phone	FCH15458A3R
15376	Docking Station	9VNFBQ3
15378	Docking Station	6QNFBQ3
15500	Laptop	JR8LW93
15515	Copier	A2XMWY2177357
15526	Copier	A5YN011001567
15586	VoIP Phone	FCH16239127
15644	Monitor	FR3VLJ3
15714	VoIP Phone	FCH15359N06
15738	VoIP Phone	FCH17508PFC
15742	Docking Station	G318JN3
15919	Workstation	2JR0PK3
16116	Workstation	5GKP7V3
16117	Workstation	4GKP7V3
16235	VoIP Phone	FCH16199YKB
16272	Monitor	D0YW2H3
16417	Workstation	10D3G4018B22020504T
16418	Workstation	10D3G4018B22020519T
16419	Workstation	10D3G4018B2202052AT
16420	Workstation	10D3G4018B22020547T
16421	Workstation	10D3G4018B2202057FT
16422	Workstation	10D3G4018B2202058CT
16423	Workstation	10D3G4018B22020591T
16424	Workstation	10D3G4018B22020596T
16425	Workstation	10D3G4018B2202059CT
16427	Workstation	10D3G4018B220205A7T
16428	Workstation	10D3G4018B220205B5T
16429	Workstation	10D3G4018B220205F7T
16430	Workstation	10D3G4018B220205F8T
16431	Workstation	10D3G4018B220205F9T
16432	Workstation	10D3G4018B220205FFT
16433	Workstation	10D3G4018B22020601T
16434	Workstation	10D3G4018B22020609T
16435	Workstation	10D3G4018B2202060CT
16436	Workstation	10D3G4018B2202060ET
16437	Workstation	10D3G4018B2202060FT
16441	Workstation	10D3G4018B22020624T
16448	Workstation	10D3G4018B2202065BT
16449	Workstation	10D3G4018B2202065DT
16450	Workstation	10D3G4018B2202066CT

16569	Monitor	G22FTK3
16647	Switch	FDO0613J86B
16786	VoIP Phone	FCH1252AN8V
16988	Printer	VNBRR2C30H
17014	VoIP Phone	FCH1241997Y
17378	VoIP Phone	FCH19379Q2G
17427	VoIP Phone	FTX1703D2S6
17428	VoIP Phone	FTX1703D2PP
17429	VoIP Phone	FCH172891GY
17430	VoIP Phone	FCH172891BP
17431	VoIP Phone	FCH17289185
17432	VoIP Phone	FCH172895PR
17433	VoIP Phone	FTX1703D2QU
17435	VoIP Phone	FCH172895LX
17436	VoIP Phone	FTX1703D2RY
17437	VoIP Phone	FCH1728946D
17438	VoIP Phone	FTX1703D296
17572	Laptop	JLLZZ53
17593	Router	WC2525TC045028
17745	Time Clock	00JHC818975
18071	Monitor	602NTZNCF669
18309	VoIP Phone	FCH12459F9U
18717	Docking Station	BNCXKT3
18725	Docking Station	82KXKT3
19495	Router	WC2445TC011449
19535	Router	WC2445TC011800
19659	Router	WC2445TC011552
19758	Router	WC2445TC011743
346281	Tablet	DN6GGSM3DFJ0
347096	Workstation	2UA25111YN
350134	Copier	A61D011-006534

BE IT FURTHER ORDAINED that the Mayor, for and on behalf of the City of Huntsville, is hereby authorized, requested, and directed to dispose of said equipment, per Agreement with Managed Asset Recycling Solutions, LLC. All proceeds will be deposited into a miscellaneous account assigned by the Finance Department and are to be utilized for the purchase of new equipment.

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

Mayor of the City of Huntsville,
Alabama