

NORTHPORT CITY COUNCIL MEETING
MONDAY, MARCH 7th, 2022
5:30 P.M.

1. CALL TO ORDER – President

2.

a. INVOCATION

b. PLEDGE OF ALLEGIANCE

3. ROLL CALL - City Administrator

4. PRESENTATIONS

a. March Business of the Month- Cole Band Instruments- Mayor Herndon and Pro Tem Hinton

5. APPROVAL OF THE AGENDA

6. VISITORS TO ADDRESS THE COUNCIL

7. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

1. 2nd Reading, Permanent Resolution Extending the Operation Deadline for Mansa-NPT, LLC through December 31, 2022- Mr. Davis

8. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

1. 1st Reading, Ordinance amending Chapter 34, Article 4, of the Northport Municipal Code pertaining to Purchasing Regulations- Mr. Davis

b. Resolutions of a Temporary Nature

1. Resolution allocating 2022 Northport First Funds- Mr. McGee
2. Resolution reappointing Mr. Paul Patterson as Northport Municipal Court Judge – Mr. Davis
3. Resolution authorizing the City Administrator to enter into an amendment to the agreement with TTL, Inc. for the Northern Bicycle and Pedestrian Plan- Ms. Tubbs
4. Resolution appointing temporary Municipal Judges to Serve at the request of and when the Municipal Judge is unavailable- Mr. Davis
5. Resolution authorizing the City Administrator to approve and execute the 2021 Resurfacing Change Order for ST Bunn- Ms. Tubbs
6. Resolution authorizing the City Administrator to execute an agreement with Southeastern Sealcoating, Inc. for the City Hall Seal and Stripe Project- Ms. Tubbs
7. Resolution authorizing the City Administrator to execute the 2022 Resurfacing Contract with BKI, Inc- Ms. Tubbs
8. Resolution authorizing the City Administrator to execute a Right-of-Way Use Agreement with Rhubarbs- Ms. Tubbs
9. Resolution authorizing the City Administrator to enter into an agreement with Kimley-Horn to provide the Two-Mile Drainage Study- Ms. Tubbs
10. Resolution authorizing the City Administrator to enter into an agreement with TTL, Inc. to provide a Recreational Master Plan for the Rose Blvd. Property- Ms. Tubbs
11. Resolution authorizing the City Administrator to enter into an agreement with Yellowhammer Engineering, LLC to provide the Hasson Park Master Plan- Ms. Tubbs
12. Resolution Awarding Bid File 22-02, Municipal Court Room Renovations, to Beard Painting Inc.- Ms. Starnes
13. Resolution authorizing the City Administrator to execute an agreement with BKI, Inc. to revise the amount of the MLK, Jr. Blvd Improvements Project- Ms. Tubbs
14. Resolution adopting the City of Northport Northern Bicycle and Pedestrian Master Plan- Ms. Tubbs
15. Resolution authorizing water service outside the City limits at 15205 Bethabara Road- Mr. Davis
16. Resolution authorizing water service outside the City limits at 14120 Bone Camp – Mr. Davis
17. Resolution authorizing the City Administrator to execute Change Order # 1 to John Plott Company, Inc. for City Hall Sinkhole Repair- Ms. Tubbs
18. Resolution authorizing a voting delegate at the Annual Convention of the Alabama League of Municipalities- Ms. Webb

c. Consent Agenda

1. Minutes, February 21, 2022, Regular Meeting
2. Bill Listing
3. PO Requisition, Cost to house prisoners, July 31, 2021- September 30, 2021, Tuscaloosa County Commission, \$42,157.50- PD
4. PO Requisition, Aerohive Hive Manager NG Select Support 3 Year, Bion Security, \$16,605.00-IT
5. PO Requisition, fencing at the old Kane Steel Building, Straitline Fence, LLC, \$15,355.00- PW
6. PO Requisition, repairs to the Public Works door system, Building Specialties, Co., \$6,515.00- PW
7. PO Requisition, 1 PROFLEXX 35XST Stretcher, FERNO, \$7,868.61- FD
8. PO Requisition, renewal of licensing software for Azure and Office 365 for 265 users, Shi International Corp, \$80,175.75- IT

9. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

10. PUBLIC HEARINGS

11. CITY ADMINISTRATOR'S BUSINESS

12. DEPARTMENTAL BUSINESS

13. MAYOR & COUNCIL MEMBER'S BUSINESS

14. ADJOURNMENT

**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 7 (a) 1

MEETING DATE: March 7, 2022

**SUBJECT: 2nd Reading, Permanent Resolution Extending the Operation Deadline for
Mansa-NPT, LLC through December 31, 2022**

Consent Agenda	Action Agenda	Public Hearing
First Reading	Second Reading X	Other
Prepared By: K. Braughton		Approved By: R. Davis

Summary: This resolution extends the operation deadline through December 31, 2022, for the completion of the Marriott Courtyard. The developer has shown good cause for this extension due to several extenuating circumstances not under the control of the developer.

Alternatives: Deny

Recommendation: To offer the approve the attached Permanent Resolution

Funding Source/GL Code: N/A City Administrator Approval:



Motion for Consideration: I move the adoption of the Permanent Resolution extending the Operation Deadline as set forth in the Redevelopment Reimbursement Agreement with Mansa-NPT, LLC until December 31, 2022.

PERMANENT RESOLUTION NO. 22 –

**RESOLUTION EXTENDING THE OPERATION DEADLINE FOR MANSA-NPT, LLC THROUGH
DECEMBER 31, 2022**

WHEREAS, the City of Northport adopted Resolution 19-87 authorizing the Redevelopment Reimbursement Agreement by and between the City of Northport, Alabama and Mansa-NPT, LLC on August 27, 2019; and

WHEREAS, the City of Northport amended the Redevelopment Reimbursement Agreement by Permanent Resolution 20-28 on May 4, 2020; and

WHEREAS, this Redevelopment Reimbursement Agreement, as amended, was validated in the Circuit Court of Tuscaloosa County, Alabama on July 1, 2020; and

WHEREAS, the project construction deadlines are set forth in paragraphs two point three (2.3) on page six (6) and two point nine (2.9) on page seven (7) of the Redevelopment Reimbursement Agreement; and

WHEREAS, paragraph two point nine (2.9) requires the developer to be “diligently pursuing completion of the project”; and

WHEREAS, paragraph two point nine (2.9) states “The City shall extend the operation deadline set forth herein for good cause shown by Developer, as determined by the City in its reasonable discretion”; and

WHEREAS, the Developer has shown good cause for extending the Operation Deadline for various reasons beyond the Developers control; and

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

1. The city finds that the Developer is diligently pursuing completion of the project.
2. The city finds that the Developer has shown good cause for the extension of the operating deadline due to factors beyond the control of the Developer, including, but not limited to the following:
 - a) The Corona Virus slowed the foundation work.
 - b) An unknown underground stream of water slowed down the foundation work.
 - c) Unknown utilities, including an unknown gas line, slowed foundation work.
 - d) The resurgence of the Corona Virus variants impacted construction.
 - e) Building material and supply shortages impacted construction.
 - f) Delivery delays in building materials and supplies impacted construction.
3. The city is required by paragraph two point nine (2.9) to extend the operation deadline for good cause shown by developer.

4. The city has determined in its reasonable discretion that the developer has shown good cause for this extension of the operation deadline.
5. The operation deadline shall be and hereby is extended until December 31, 2022.

RESOLVED AND DONE THIS 7th DAY OF MARCH, 2022.

**CITY COUNCIL OF THE CITY OF
NORTHPORT**

Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 7th day of March, 2022.

Bobby Herndon, Mayor

I hereby certify that the above and foregoing Permanent Resolution was published on _____, 2022 in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda D. Webb, City Administrator

1st Reading: February 21, 2022
Motion By: Hogg
2nd Reading: March 7, 2022
Motion By:
Second By:
Publication:

**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 8 (a) 1

MEETING DATE: March 7, 2022

**SUBJECT: 1st Reading, Ordinance amending Chapter 34, Article 4, of
the Northport Municipal Code pertaining to Purchasing Regulations**

Consent Agenda	Action Agenda	Public Hearing
First Reading X	Second Reading	Other
Prepared By: K. Braughton		Approved By: R. Davis

Summary: This ordinance is amending Chapter 34, Article IV Regarding Purchasing Regulations. The ordinance will adopt additional procurement and regulatory practices pursuant to Code of Federal Regulations (CFR § 200) to assure grant eligibility and compliance with Federal and State Law.

Alternatives: Deny

Recommendation: That you offer the attached Ordinance for a 1st Reading

Funding Source/GL Code: N/A City Administrator Approval:



Motion for Consideration: I move to offer for 1st reading, the Ordinance amending Chapter 34, Article IV of the Northport Municipal Code pertaining to Purchasing Regulations.

ORDINANCE NO.

**ORDINANCE AMENDING CHAPTER 34, ARTICLE IV OF THE NORTHPORT
MUNICIPAL CODE PERTAINING TO PURCHASING REGULATIONS**

WHEREAS, the City of Northport wishes to adopt a procurement and regulatory practices to be in compliance with the Code of Federal Regulations (CFR § 200) for grant eligibility; and

WHEREAS, the adoption of this ordinance will ensure that the City of Northport is in compliance with the Code of Federal Regulations § 200 to allow for grant eligibility and compliance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF NORTHPORT, ALABAMA AS FOLLOWS:**

1. The City adds/amends Chapter 34, Article 4 of the Northport Municipal Code, as set forth in Exhibit "A" which is attached hereto and incorporated by reference as if fully set out verbatim.
2. This Ordinance shall become effective immediately upon passage and publication.

ORDAINED this the _____ day of _____, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

APPROVED this the _____ day of _____, 2022.

Bobby Herndon, Mayor

I hereby certify that the above and foregoing Ordinance was published on _____
_____, in the Northport Gazette, a newspaper of general circulation published in the City of
Northport.

Glenda D. Webb, City Administrator

1st Reading: March 7, 2022

Motion By:

2nd Reading:

Motion By:

Second By:

Publication:

EXHIBIT “A”

ARTICLE IV. PURCHASING REGULATIONS¹

Sec. 34-86. Designated; powers and duties.

The city administrator-clerk is hereby designated as the purchasing agent of the city, and is charged with the overall direction and execution of the purchasing activities of the various municipal departments, except as exempted in this article. Any portion of these duties may be delegated. The city administrator-clerk is charged, directed, and empowered to do the following and to account to the mayor and city council for the following:

- (1) To purchase all supplies, goods, services, and commodities, except those exempted in this article, on the most favorable pricing, delivery, and other terms to the city, consistent with budgetary considerations of the city, and with the highest quality and at the least expense.
- (2) To establish and enforce specifications with respect to items to be purchased.
- (3) To encourage full and open competition among vendors.
- (4) To maintain a list of persons desiring to bid on the various purchases and to keep such list current.
- (5) To prescribe forms for use by the various departments in requesting items and for use in purchasing activities, with a view toward unifying and integrating purchasing activities with a budgetary control system.
- (6) To adopt procedures, subject to council review at any time, to encourage planning purchases in advance, and to facilitate the acquisition of needed goods and services.
- (7) To keep the mayor and council informed on purchasing practices and to secure the benefits for the city of developments in purchasing practices among other units of government.
- (8) To take full advantage of discounts through quantity purchases, consistent with budgetary constraints. To ensure the city receives all federal and other tax exemptions to which it is entitled.
- (9) To require proof of the receipt of materials ordered prior to processing such orders for payment, and to require persons receiving such goods and/or services to certify on a convenient form that the materials have been received according to the kind, quality, and quantity ordered.
- (10) To develop a perpetual inventory of any equipment, furniture, and other property, the acquisition cost of which is \$500.00 or greater, to maintain such records and to annually audit such records and make a full report to the mayor and city council.
- (11) To communicate fully with all officers and departments of the city as to procedures, policies, and forms, to make any recommendations necessary or to perform any duties required by the mayor and council.

(Code 1990, § 5-21; Ord. No. 2089 , § 2(Exh. A), 8-2-21)

¹Cross reference(s)—City administrator-clerk, § 2-111 et seq.

Sec. 34-87. Absence of agent.

The city-administrator clerk shall ensure that another bonded city employee employed pursuant to the civil service system is designated and able to act as agent in the event the city-administrator clerk is temporarily unable to act as purchasing agent.

(Code 1990, § 5-24)

Sec. 34-88. Requisitions.

It is the duty of all officers and departments of the city to submit plans for needed goods and services as far in advance as possible to allow appropriate time for acquisition of such items. All requests for goods and/or services shall be requested by any person on a convenient form supplied by the purchasing agent. Before a purchase order is issued, the following approvals are necessary:

- (1) For requests of \$2,500.00 or less, the approval of the department head shall be sufficient.
- (2) For requests greater than \$2,500.00, and not more than \$5,000.00, the approval of the purchasing agent shall be necessary.
- (3) For requests greater than \$5,000.00, the approval of the council shall be necessary. Nothing shall prevent the purchasing agent from taking bids prior to such approval, provided that no order is issued without such approval.
- (4) In the event of an emergency, or if the best interests of the city require immediate action, the purchasing agent may approve amounts in excess of \$5,000.00 provided that the council is notified of this action and the action is later placed on the council agenda for approval and ratification by the city council.
- (5) The splitting of purchases into smaller orders to avoid these requirements is strictly prohibited.

The purchasing agent may revise requisitions as to quality, quantity, terms, and other factors. The city administrator-clerk shall also determine, prior to issuing any purchase order, that sufficient unencumbered funds are available for such purchase.

(Code 1990, § 5-22; Ord. No. 1710 § 1, 9-21-09; Ord. No. 2089, § 2(Exh. A), 8-2-21)

Sec. 34-89. Procedure for issuing purchase orders.

After requests or requisitions have been approved, the purchasing agent shall undertake the following procedures for issuing purchase orders, with additional procedures for federally originated funds included in Sec. 34-91:

- (1) Purchases less than \$500.00, no price check required.
- (2) Purchases over \$500.00, but less than State of Alabama bid law and Public Works law requirements, competitive bids or price quotes required, unless waived by the purchasing agent or as otherwise specified.
- (3) Purchases meeting State of Alabama bid law requirements per Code of Ala. 1975, § 41-16-50 and State of Alabama Public Works law requirements in Code of Ala. 1975, tit. 39 shall follow procedures described therein.
- (4) Items on state finance department contracts may be purchased by the purchasing agent without bids.

-
- (5) Exemptions provided in state law are hereby adopted, except as to the prices at which bids must be secured.
 - (6) The purchasing agent may make emergency purchases without bids, if he finds the immediate public health, safety or welfare demands it, and reports such fact in writing to the council at its next meeting. The council may declare, under state law, that an emergency exists and may direct purchases be made without bids where the council specifically complies with applicable state law and so directs the purchasing agent.

(Code 1990, § 5-23; Ord. No. 2089 , § 2(Exh. A), 8-2-21)

Sec. 34-90. Bid procedure.

Where bidding is required under this article, the procedure for receipt of bids shall be as follows:

- (1) At minimum, a notice shall be mailed to each person on the active bid list and shall be posted in a conspicuous place in city hall.
- (2) For public works projects in excess of \$50,000, under the requirements of Code of Ala. 1975, tit. 39, the city shall advertise for sealed bids at least once each week for three consecutive weeks in a newspaper of general circulation in the county, describing the project, stating procedures for obtaining plans and specifications, stating the time and place for bids to be received and opened, stating whether prequalification is required and where prequalification information is available.
- (3) For public works projects in excess of \$500,000, under the requirements of Code of Ala. 1975, tit. 39, the city shall advertise for sealed bids at least once each week for three consecutive weeks in a newspaper of general circulation in the state, describing the project, stating procedures for obtaining plans and specifications, stating the time and place for bids to be received and opened, stating whether prequalification is required and where prequalification information is available.
- (4) A reasonable period of time shall be allowed and prescribed in the notice for response. Return bids must be sealed and shall be identified on the outside envelope as such.
- (5) Bid openings may be scheduled during the business day at the purchasing agent's office, but certified tabulations shall be presented to the council at its next meeting and the council shall, by duly adopted motion, authorize the purchase and acceptance of the bids.

(Code 1990, § 5-23)

Sec. 34-91. Procurement of Contracts with Federally Originated Funds.

- (1) *Applicability.* The requirements of this section apply to procurements related to the expenditure of all federally originated funds subject to 2 CFR § 200.318 requirement.
- (2) *City procurement procedures to conform to federal law.* The city will use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 CFR § 200.318.
 - a. *Contract administration system.* The city will maintain a contract administration system through the establishment of a city representative for each contract. The city representative will monitor contract performance and consult with the office of the city attorney as required to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

-
- b. *Standards of conduct; conflicts of interest.* Elected officials, staff or agents of the city are prohibited from personally benefitting from procurements under this section. No employee, officer or agent of the city shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest as defined in 2 CFR § 200.318(c)(1), real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ, any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The city's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. Violations of such standards by the officers or employees of the city, or agents, or by contractors or their agents shall be reported to the state ethics commission pursuant to Code of Ala. 1975, § 36-25-17.
 - c. *Unnecessary/duplicative items.* Prior to award, the city shall perform a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
 - d. *Responsible contractors.* The city will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The city will require contractors to execute a "disbarment and suspension statement" certifying/verifying that the contractor is not suspended or disbarred or otherwise excluded from or ineligible for participation in federal assistance programs or activities. See 2 CFR § 200.213.
 - e. *Records.* The city will maintain records sufficient to detail the history of a procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
 - f. *Protest procedures.* Protests made under this section shall be presented in writing to the designated city representative within three (3) days of bid opening. Further protest may be handled and resolved pursuant to the same procedure established in Code of Ala. 1975, § 41-16-61. To wit, any taxpayer of the area within the jurisdiction of the city and any bona fide unsuccessful bidder on a particular contract shall be empowered to bring a civil action in the appropriate court to enjoin execution of any contract entered into in violation of the provisions of this section. The city shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust this remedy before pursuing a protest with the federal agency.
 - g. *Intergovernmental agreements.* The city shall enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
 - h. *Excess and surplus property.* The city shall use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
 - i. *Value engineering clauses.* The city shall use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions whenever such use is feasible.

-
- j. *Time and materials type contracts.* The city may use a time and material type contract as defined in 2 CFR § 200.318(j) only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.
 - k. *Procurement of recovered materials.* The city shall follow the requirements of 2 CFR § 200.322 with regard to the procurement of recovered materials.
- (3) *Competition.* All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 2 CFR § 200.319.
- a. *Contractor disqualification.* In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals are excluded from competing for such procurements.
 - b. *Situations restrictive of competition.* Some of the situations considered to be restrictive of competition, and therefore prohibited, include but are not limited to:
 - 1. Placing unreasonable requirements on firms in order for them to qualify to do business;
 - 2. Requiring unnecessary experience and excessive bonding;
 - 3. Noncompetitive pricing practices between firms or between affiliated companies;
 - 4. Noncompetitive awards to consultants that are on retainer contracts;
 - 5. Organizational conflicts of interest;
 - 6. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and,
 - 7. Any arbitrary action in the procurement process.
 - c. *Geographical preferences.* The city will not impose in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. Nothing in this section preempts state licensing laws.
 - d. *Written selection procedures.* The city will establish written selection procedures for procurement transactions in the form of a request for proposal ("RFP"), request for statement of qualifications ("RFQ"), sealed bid, or other pre-established procurement document for each procurement transaction. These procedures will ensure that all solicitations:
 - 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and,

-
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- e. *Prequalification.* If the city chooses to prequalify contractors, then the city will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the city will not preclude potential bidders from qualifying during the solicitation period.
- (4) *Methods of procurement.* Any method of procurement under this section shall comply with the requirements of 2 CFR § 200.320 and any other applicable federal, state or local law, rule or regulation, whichever requirement is stricter.
- a. *Procurement by micro-purchases.* Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (2 CFR § 200.67 micro-purchase). The city has established \$500 as the micro-purchase threshold at section 34-89(1). To the extent practicable, the city shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the city considers the price to be reasonable.
 - b. *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for procurement by small purchase procedures, the city shall apply the stricter state law standards. Generally, all expenditure of funds of whatever nature for labor, service, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000.00) or more must be competitively bid pursuant to the requirements of the state bid law.
 - c. *Procurement by sealed bids (formal advertising).* Bids shall be publicly solicited and a firm-fixed-price contract (lump sum or unit price) shall be awarded to the responsible, responsive bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method shall be the preferred method for procuring construction. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bid. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond. All bids will be publicly opened at the time and place prescribed in the invitation for bids. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for procurement by sealed bids (formal advertising), the city shall apply the stricter state law standards. Before entering into any contract for a public works involving an amount in excess of fifty thousand dollars (\$50,000.00), the city shall advertise for sealed bids. In order for sealed bidding to be feasible, the following conditions must be present:
 1. A complete, adequate, and realistic specification or purchase description is available;
 2. Two or more responsible bidders are willing and able to compete effectively and for the business; and

-
3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- d. *Procurement by competitive proposals.* This method shall be conducted with more than one source submitting an offer, and with either a fixed-price or cost-reimbursement type contract to be awarded. This method shall be generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
1. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 2. Proposals will be solicited from an adequate number of qualified sources;
 3. The method for conducting technical evaluations of the proposals received and for selecting awardees will be established in the request for proposal ("RFP"), request for statement of qualifications ("RFQ"), or other pre-established procurement document for each procurement transaction.
 4. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and,
 5. The city will use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
 6. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for procurement by competitive proposals, the city shall apply the stricter state law standards.
- e. *Procurement by noncompetitive proposals.* Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Approval by the purchasing agent is required before using any noncompetitive procurement method based on the following circumstances. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
1. The item is available only from a single source;
 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 3. The awarding agency authorizes noncompetitive proposals; or
 4. After solicitation of a number of sources, competition is determined inadequate.
- Cost analysis (i.e. verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits) is required.
- (6) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* Pursuant to 2 CFR § 200.321, the city will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: placing qualified small and minority businesses and women's business enterprises

on solicitation lists; assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; using the services and assistance of the small business administration and the minority business development agency of the department of commerce; and, requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

- (6) Pursuant to 2 CFR § 200.322, as appropriate and to the extent consistent with law, the city shall, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- a. For purposes of this section:
- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (7) Pursuant to 2 CFR § 200.323, the city and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (8) *Contract cost and price.* Pursuant to 2 CFR § 200.324, the city shall perform a cost or price analysis in connection with every procurement action in excess of the simplified acquisition threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the city must make independent estimates before receiving bids or proposals. The city will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with federal cost principles. The city may reference its own cost principles that comply with the applicable federal cost principles. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used."

-
- (9) *Federal awarding agency or pass-through entity review.* Pursuant to 2 CFR § 200.325, the city must make available, upon request of the federal awarding agency or pass-through entity, technical specifications on proposed procurements where the federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.
- (10) *Bonding requirements.* Pursuant to 2 CFR § 200.326, for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the following minimum requirements shall apply:
- a. The city shall require a bid guarantee from each bidder equivalent to five (5) per cent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - b. The city shall require a performance bond on the part of the contractor for one hundred (100) per cent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - c. The city shall require a payment bond on the part of the contractor for one hundred (100) per cent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
 - d. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for bonding requirements, the city shall apply the stricter state law standards.
- (11) *Contract provisions.* Contracts procured pursuant to 2 CFR § 200.327 shall contain the following contract provisions:
- a. *Violation or breach of contract terms.* Contracts for more than the simplified acquisition threshold set in the Federal Acquisition Regulation at 48 CFR § 2.101 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. To wit, if the contractor is adjudged as bankrupt, or makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, 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 provision of the agreement, or is assessed liquidated damages as set forth herein, then the city may, without prejudice to any of its other rights or remedies and after giving the contractor and his surety, if any, seven (7) days' written notice, during which period the contractor fails to cure the violation, terminate the employment of the contractor. In such case, the contractor shall not be entitled to receive any further payment from the city.
 - b. *Termination for cause and for convenience.* For all contracts in excess of ten thousand dollars (\$10,000.00), the city reserves the right with or without cause to terminate the agreement by giving written notice to contractor of such termination at least fifteen (15) days before the effective date thereof. In the event of termination, contractor shall cease performing any work pursuant to the agreement and be entitled to compensation for services rendered through the effective date of termination.
 - c. *Access to records.* Pursuant to 2 CFR § 200.337, the city, any subgrantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor

which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.

- d. *Retention of records.* Pursuant to 2 CFR § 200.334, the contractor is required to retain all records as required by applicable federal law for three (3) years after the city or any or subgrantee makes final payments and all other pending matters are closed.
- e. *Equal employment opportunity.* Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- f. *Davis-Bacon Act.* When required by federal program legislation, all prime construction contracts in excess of two thousand dollars (\$2,000.00) awarded by the city must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The city must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The city must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The city must report all suspected or reported violations to the federal awarding agency.
- g. *Contract Work Hours and Safety Standards Act.* Where applicable, all contracts awarded by the city in excess of one hundred thousand dollars (\$100,000.00) that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under forty (40) U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- h. *Rights to inventions made under a contract or agreement.* If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the city wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of

parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the city must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- i. *Clean Air Act and the Federal Water Pollution Control Act.* Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000.00) must contain a provision that requires the non-federal award to agree 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 awarding agency and the regional office of the Environmental Protection Agency (EPA).
- j. *Debarment and suspension.* A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the system for award management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- k. *Byrd anti-lobbying amendment.* Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000.00) must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

Secs. 34-92—34-115. Reserved.

parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the city must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- i. *Clean Air Act and the Federal Water Pollution Control Act.* Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000.00) must contain a provision that requires the non-federal award to agree 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 awarding agency and the regional office of the Environmental Protection Agency (EPA).
- j. *Debarment and suspension.* A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the system for award management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- k. *Byrd anti-lobbying amendment.* Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000.00) must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

Secs. 34-92—34-115. Reserved.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8b1

MEETING DATE: March 7, 2022

SUBJECT: Resolution Allocating 2022 Northport First Funds

Consent Agenda

☐

Action Agenda

☒

Public Hearing

☐

First Reading

Second Reading

Other

☒

Prepared By:
Kelly Homan

Approved By:
Darren McGee

Summary:

This is a request to allocate \$100,000.00 of unallocated 2022 Northport First Funds.

This is for expenses related to the due diligence surrounding a Northport school system. This was approved by the Council Finance Committee at their 2/21/22 meeting.

Alternatives:

Deny the request.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code: Amount: \$ 100,000.00

GL Code No.: 01-45-000-54402

Finance Director Approval:



City Administrator Approval:



Motion for Consideration:

I move the adoption of a resolution allocating \$100,000.00 of 2022 Northport First Funds for the expenses related to the due diligence surrounding a Northport School System .

RESOLUTION NO. 22 -

RESOLUTION ALLOCATING 2022 NORTHPORT FIRST FUNDS

WHEREAS, the City of Northport desires to utilize Northport First Funds in a fiscally responsible manner while also furthering initiatives of the City of Northport.

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

1. That the City designates \$100,000 of unallocated 2022 Northport First Funds for the expenses related to the due diligence surrounding a Northport School System.
2. This resolution shall become effective immediately.

RESOLVED AND DONE THIS 7th DAY OF MARCH, 2022

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: March 7, 2022
Motion By:
Second By:

**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 8 (b) 2

MEETING DATE: March 7, 2022

SUBJECT: Resolution Re-Appointing Mr. Paul Patterson as Northport Municipal Court Judge

Consent Agenda

Action Agenda **X**

Public Hearing

First Reading

Second Reading

Other

Prepared By: K. Braughton

Approved By: R. Davis

Summary: The attached resolution will re-appoint Mr. Paul Patterson as the Northport Municipal Judge for a two-year term as allowed by Alabama Code Section 12-14-30.

Alternatives: None

Recommendation: Approve the attached resolution re-appointing Mr. Paul Patterson as the Northport Municipal Judge.

Fiscal Impact: N/A City Administrator Approval:



Motion for Consideration: I move the adoption of a resolution re-appointing Mr. Paul Patterson as the Northport Municipal Judge.

RESOLUTION NO. 22 –

**RESOLUTION RE-APPOINTING MR. PAUL PATTERSON AS NORTHPORT
MUNICIPAL COURT JUDGE**

WHEREAS, on February 3, 2020, by Resolution 20-09, the Northport City Council appointed Mr. Paul Patterson as Northport Municipal Judge; and

WHEREAS, the City wishes to re-appoint Mr. Paul Patterson as the Northport Municipal Judge for a period of two-years and shall continue in this position until a successor has been appointed and qualified as set forth in Alabama Code Section 12-14-30.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Northport, Alabama as follows:

1. That Mr. Paul Patterson is hereby re-appointed as the Northport Municipal Judge.
2. This Resolution shall become effective immediately upon passage by the City Council.

RESOLVED AND DONE THIS 7th DAY OF MARCH 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator/Clerk

Reading: March 7, 2022
Motion By:
Second By:

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8 b 3

MEETING DATE: March 7, 2022

SUBJECT: **Resolution Authorizing the City Administrator to Enter into an Amendment to the Agreement with TTL, Inc. for the Northern Bicycle and Pedestrian Plan**

Consent Agenda X

Action Agenda X

Public Hearing

First Reading

Second Reading

Other

Prepared By: Ne'Kenja Boyd

Approved By: Tera Tubbs

Summary: On November 15, 2021, the City Council approved the Northern Bicycle and Pedestrian Master Plan by Resolution 21-173. The Engineering Department is requesting that the City Council authorize the City Administrator to enter into an amendment to the agreement with TTL, Inc. for the Northern Bicycle and Pedestrian Master Plan to include the Southern section planning. The proposed additional fee is \$20,300.00 to be added to the present approved fee of \$29,700.00. The total for the Northern and Southern Bicycle and Pedestrian Master Plan is \$50,000.00. The proposal letter is attached.

Alternatives: Deny the request.

Recommendation: It is recommended that this request be approved.

Fiscal Impact: Expense Code: 01-32-600-81002 Amount: \$20,300.00

Finance Director Approval

City Administrator Approval

Motion for Consideration: I move that the Council authorize the City Administrator to enter into an amendment to the agreement with TTL, Inc. for the Northern Bicycle and Pedestrian Plan to include the Southern section planning.

RESOLUTION NO 22-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN
AMENDMENT TO THE AGREEMENT WITH TTL, INC. FOR THE NORTHERN
BICYCLE AND PEDESTRIAN PLAN**

WHEREAS, TTL, Inc. has submitted a proposal for professional services to amend The City of Northport Northern Bicycle and Pedestrian Master Plan to include the Southern section; and,

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to enter into an amendment to the agreement with TTL, Inc. approving the proposed amendment total of \$20,300.00. This total will be added to the already approved amount of \$29,700.00; and,

WHEREAS, the total for The City of Northport Northern and Southern Bicycle and Pedestrian Master Plan will be \$50,000.00.

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

- 1) That the City Administrator be authorized to enter into an amendment to the agreement with TTL, Inc. for The City of Northport Northern Bicycle and Pedestrian Master Plan to include the Southern section,
- 2) Upon execution of the agreement by both parties, that a copy of such agreement be kept on file by the office of the City Administrator and
- 3) That the City Administrator be authorized to execute any necessary documents and requisitions pertaining to said agreement.

RESOLVED AND DONE THIS 7th day of March 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: March 7, 2022
Motion By:
Second By:



3516 Greensboro Avenue
Tuscaloosa, AL 35401
205.345.0816
www.ttlusa.com

February 21, 2022

Ms. Tera Tubbs, PE
City Engineer
City of Northport
3500 McFarland Boulevard
Northport, AL 35476

**RE: *The City of Northport Bicycle and Pedestrian Master Plan
Contract Amendment for Professional Services
City of Northport, Alabama***

Ms. Tubbs:

We are writing to provide you with the following contract amendment for professional services for the above referenced project. These services will provide you with additional Master Planning for a complete Bicycle and Pedestrian Master Plan for the area reflected on the attached project scope map. These areas are located along the southern boundary of the City. The proposed areas being reviewed are approximately 1.5 miles in length traveling along 5th Street, turning south at Kentuck Park, traveling along Kentuck Park and Lock and Dam Access Road, and ending at the existing Levee Shared Use Path and approximately 1 mile in length starting at the existing Levee Shared Use Path south of the intersection of Bridge Avenue and 1st Street, traveling north along Bridge Avenue/17th Avenue/18th Avenue, and ending at the 20th Street area. Our proposal is based on our understanding of the required scope of services from site visits and the attached project scope map along with correspondence with the City of Northport. We have itemized the master plan study content as follows:

- Cover Sheet and Table of Contents for spiral bound report
- Intent of the Masterplan
- Issues and Goals of the Masterplan
- Explore connectivity between neighborhoods, parks, commercial development, River Trail
- Identify recreational opportunities along the corridor (existing and future) and the connectivity related to the trail head
- Master Plan and potential opportunities
- Establish existing Rights-of-Way, easements and property lines for the project investigation areas.
- Conclusions (Identify statistical facts about the Master Plan such as overall length of shared use path, total connecting sidewalk lengths future/existing, total households/estimated populations within certain distances from primary path improvements, estimated total property acquisition area, total overall preliminary opinion of cost)

We propose to provide these services for an additional lump sum fee of **\$20,300.00** increasing the total professional services contract for Northern and Southern Bicycle and Pedestrian Master Planning to a lump sum fee of \$50,000.00.

Sincerely,
TTL, INC.

Jason C. Walker, PE, PLS
Executive Vice-President

Frank E. Summers, PE
Vice President

attachments:

Project Scope Map



DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8 (b) 4

MEETING DATE: March 7, 2022

SUBJECT: Resolution appointing temporary Municipal Judge's to Serve at the Request of and When the Municipal Judge is Unavailable

Consent Agenda	Action Agenda X	Public Hearing
First Reading	Second Reading	Other X
Prepared By: K. Braughton		Approved By: R. Davis

Summary: The Northport City Council appointed Mr. Paul Patterson as the Northport Municipal Judge by Resolution 20-09. From time to time, he may be unavailable, due to being out of town, or refusal. Therefore, the Legal Department respectfully requests that the City Council appoint temporary Municipal Judges to preside in the absence of Judge Paul Patterson.

Alternatives: Deny

Recommendation: Approve the attached resolutions.

Funding Source/GL Code: N/A City Administrator Approval:

Motion for Consideration: I move the adoption of a resolution appointing Mr. Jay Stuck as a Temporary Municipal Judge to serve at the request of, and when Judge Paul Patterson is unavailable.

I move the adoption of a resolution appointing Mr. Chris Allen as a Temporary Municipal Judge to serve at the request of, and when Judge Paul Patterson is unavailable.

RESOLUTION NO. 22 -

**RESOLUTION APPOINTING MR. JAY STUCK AS A TEMPORARY MUNICIPAL JUDGE TO SERVE
AT THE REQUEST OF AND WHEN THE MUNICIPAL JUDGE IS UNAVAILABLE**

WHEREAS, by Resolution 20-09, the Northport City Council appointed Mr. Paul Patterson to serve as the Northport Municipal Judge; and

WHEREAS, on occasion, Judge Patterson may be unavailable due to recusal or being out of town; and

WHEREAS, this resolution will appoint a temporary Municipal Judge to serve at the request of Judge Patterson when he is unavailable.

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

1. That Mr. Jay Stuck, a local attorney, be appointed as Temporary Municipal Judge to serve at the request of, and when Judge Paul Patterson is unavailable.
2. That the term of Mr. Stuck be concurrent with that of Municipal Judge Paul Patterson.

RESOLVED AND DONE THIS 7TH DAY OF MARCH, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading:
Motion By:
Second By:

RESOLUTION NO. 22 -

**RESOLUTION APPOINTING MR. CHRIS ALLEN AS A TEMPORARY MUNICIPAL JUDGE TO
SERVE AT THE REQUEST OF AND WHEN THE MUNICIPAL JUDGE IS UNAVAILABLE**

WHEREAS, by Resolution 20-09, the Northport City Council appointed Mr. Paul Patterson to serve as the Northport Municipal Judge; and

WHEREAS, on occasion, Judge Patterson may be unavailable due to recusal or being out of town; and

WHEREAS, this resolution will appoint a temporary Municipal Judge to serve at the request of Judge Patterson when he is unavailable.

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

1. That Mr. Chris Allen, a local attorney, be appointed as Temporary Municipal Judge to serve at the request of, and when Judge Paul Patterson is unavailable.
2. That the term of Mr. Allen be concurrent with that of Municipal Judge Paul Patterson.

RESOLVED AND DONE THIS 7TH DAY OF MARCH, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: March 7, 2022

Motion By:

Second By:

**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 8 b 5

MEETING DATE: March 7, 2022

SUBJECT: Resolution Authorizing the City Administrator to Execute Change Order #1 to ST Bunn Construction Company, Inc. for the FY 2021 City-Wide Resurfacing Project

Consent Agenda X	Action Agenda X	Public Hearing
--------------------	-------------------	----------------

First Reading	Second Reading	Other
---------------	----------------	-------

Prepared By: Ne'Kenja Boyd

Approved By: Tera Tubbs

Summary: The Engineering Department is requesting that the City Council authorize the City Administrator to execute change order #1 to ST Bunn Construction Company, Inc. for the FY 2021 City-Wide Resurfacing Project. The amount of the requested change order is \$276,844.28. The change order request is attached.

Alternatives: Deny the request.

Recommendation: It is recommended that this request be approved.

Fiscal Impact: Expense Code: 20-32-100-10062 Amount: \$276,844.28

Finance Director Approval [Signature] City Administrator Approval [Signature]

Motion for Consideration: I move that the Council authorize the City Administrator to execute change order #1 to ST Bunn Construction Company, Inc. for the FY 2021 City-Wide Resurfacing Project.

RESOLUTION NO 22-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
CHANGE ORDER #1 TO ST BUNN CONSTRUCTION COMPANY, INC. FOR THE FY
2021 CITY-WIDE RESURFACING PROJECT**

WHEREAS, Burk-Kleinpeter, Inc. has submitted a change order request on behalf of ST Bunn Construction Company, Inc. for the FY 2021 City-Wide Resurfacing Project; and,

WHEREAS, the total change order amount to be paid by the City of Northport is \$276,844.28; and,

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute the change order request in the amount of \$276,844.28.

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

- 1) That the City Administrator be authorized to execute change order #1 in the amount of \$276,844.28 to ST Bunn Construction Company, Inc. for the FY 2021 City-Wide Resurfacing Project,
- 2) Upon execution of the agreement by both parties, that a copy of such change order #1 be kept on file by the office of the City Administrator.
- 3) That the City Administrator be authorized to execute any necessary documents and requisitions pertaining to said change order #1.

RESOLVED AND DONE THIS 7th day of March 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: March 7, 2022
Motion By:
Second By:

CONTRACT CHANGE ORDER NO. 1

City of Northport

DATE: 02/25/22 PROJECT: FY 2021 City-Wide Streets Resurfacing Project
FILE NO: _____ ENGINEERING PROJECT NO: Bid File 21-04
TO: ST Bunn Construction Co., 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:

- Increase the quantity for Item 5. Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix. ESAL Range C/D (ALDOT 424A) to accommodate for additional paving needed on 28th Avenue, 11th Street, Rill Lane, Randa Parkway, Paddlecreek Lane, 12th Street, Shamblin Road, 17th Street, 20th Street, and Main Avenue.
- Increase the quantity for Item 10. Shoulder Rock (ALDOT 430B-043) to correct amount as per the Revised Bid Tabulation.

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	\$ 2,423,113.09
LESS CONTINGENCY/ALLOWANCE	\$ 0.00
NET ORIGINAL CONTRACT PRICE	\$ 2,423,113.09
Net total of previous Change Orders	\$ 0.00
Previous revised Contract Price	\$ 2,423,113.09
This Change Order No. <u>1</u> ☒ Add ☐ Deduct	\$ 276,844.28
Revised Contract Price this date	\$ 2,699,957.37

Extension of time resulting from this Change Order 10 (Indicate number of working days).

The amount of this Change Order will be the responsibility of City of Northport

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

WESTERN SURETY COMPANY

By: [Signature]
ATTORNEY-IN-FACT

RECOMMENDED

By: Craig P. Williams - Burk-Kleinpeter, Inc.
(Design Engineer or Architect)

CONTRACTING PARTIES

ST Bunn Construction Co., Inc.

By: [Signature]
(Authorized Representative)

CITY OF NORTHPORT

By: _____
(City Administrator)

CITY OF NORTHPORT

**CHANGE
ORDER
REQUEST**

OWNER: CITY OF NORTHPORT

ARCHITECT/ENGINEER: Burk-Kleinpeter, Inc.

CONTRACTOR: ST Bunn Construction Co., Inc.

PROJECT: FY 2021 City-Wide Streets Resurfacing Project

FILE NO.: _____ **ENGINEERING PROJECT NO.:** Bid File 21-04

CHANGE ORDER REQUEST NO. 1 **DATE:** 2/25/22

1. DESCRIPTION OF CHANGE: Increase the quantity for Item 5. Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D (ALDOT 424A) to accommodate for additional paving needed on 28th Avenue, 11th Street, Rill Lane, Randa Parkway, Paddlecreek Lane, 12th Street, Shamblin Road, 17th Street, 20th Street, and Main Avenue. Increase the quantity for Item 10. Shoulder Rock (ALDOT 430B-043) to correct amount as per the Revised Bid Tabulation.

2. CHANGE ORDER COSTS: \$276,844.28

Proposal Attached see summary below **Cost Estimated/Proposal Required**

<i>Cost Proposal Summary - Change Order #1 Items</i>							
<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
5	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size, ESAL Range C/D - 135 lb/sy	2629	Ton	\$93.00	Included	Included	\$244,497.00
10	Shoulder Rock (ALDOT 430B-043)	658	Ton	\$49.16	Included	Included	\$32,347.28
TOTAL:							\$276,844.28

3. INSTITUTED BY: Burk-Kleinpeter, Inc.

4. JUSTIFICATION OF NEED: Increase the quantity for Item 5. Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D (ALDOT 424A) to accommodate for additional paving needed on 28th Avenue, 11th Street, Rill Lane, Randa Parkway,

Paddlecreek Lane, 12th Street, Shamblin Road, 17th Street, 20th Street, and Main Avenue. Increase the quantity for Item 10. Shoulder Rock (ALDOT 430B-043) to correct amount as per the Revised Bid Tabulation.

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING: The total amount of the change order is approximately 11% of the contract price. The onsite contractor will be able to perform the work at a price lower than competitive bidding would produce.

6. COSTS REVIEW: The costs for the additional work are at the contract unit prices and have been reviewed by BKI & City personnel and are adequate for the proposed work.

7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

- ☐ Minor change of a total monetary value less than required for competitive bidding.
- ☒ Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
- ☐ Emergencies arising during the course of work.
- ☐ Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
- ☐ Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.

8. EXTENSION OF TIME REQUESTED: Working Days: 10

RECOMMENDED:

BY: _____

Northport's Consulting Engineer/Architect

BY: _____

City Representative

APPROVED:

BY: _____

Contractor

BY: _____

Owner's Legal Advisor

BY: _____

Owner's Authorized Representative

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

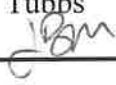
AGENDA ITEM NO. 8 b 6

MEETING DATE: March 7, 2022

SUBJECT: Resolution Authorizing the City Administrator to Execute an Agreement with Southeastern Sealcoating, Inc. for the City Hall Seal and Stripe Project

Consent Agenda X	Action Agenda X	Public Hearing
--------------------	-------------------	----------------

First Reading	Second Reading	Other
---------------	----------------	-------

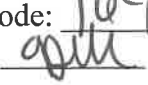
Prepared By: Ne'Kenja Boyd	Approved By: Tera Tubbs 
----------------------------	---

Summary: The Engineering Department is requesting that the City Council authorize the City Administrator to execute an agreement with Southeastern Sealcoating, Inc. for the City Hall seal and stripe project. The fiscal impact for the City for this project will be \$19,688.78. The agreement is attached.

Alternatives: Deny the request.

Recommendation: It is recommended that this request be approved.

Fiscal Impact: Expense Code: 16-15-600-80003 Amount: \$19,688.78

Finance Director Approval  City Administrator Approval 

Motion for Consideration: I move that the City Council authorize the City Administrator to execute an agreement with Southeastern Sealcoating, Inc. for the City Hall seal and stripe project.

RESOLUTION NO. 22-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH SOUTHEASTERN SEALCOATING, INC. FOR THE CITY HALL
SEAL AND STRIPE PROJECT**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute an agreement with Southeastern Sealcoating, Inc. for the City Hall seal and stripe project; and,

WHEREAS, the fiscal impact for the City for this project will be \$19,688.78.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute an agreement with Southeastern Sealcoating, Inc. in the amount of \$19,688.78 for the City Hall seal and stripe project.

RESOLVED AND DONE THIS 7th DAY OF March 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: March 7, 2022

Motion:

Second:

Southeastern Sealcoating, Inc.

1330 Adamsville Industrial Parkway

Birmingham, AL 35224

PHONE: (205) 798-9560 FAX: (205) 798-9065

Email: brandonstreetv@southeasternsealcoating.com

February 18, 2022

Attn: Craig P. Williams, P.E.
Burk-Kleinpeter, Inc.
2900 8th Street
Tuscaloosa, AL 35401

Phone : 205-759-3221
Fax: 205-759-9166
Email: cwilliams@bkiusa.com

RE: Northport City Hall-Seal & Stripe

We are pleased to offer to you our quote on the following items of work. Southeastern Sealcoating, Inc. will furnish all labor, material and equipment to complete the following.

ASPHALT SEALCOATING: Remove all grass, dirt and loose debris by blowers. Pre-treat all oil spots with primer and apply 2 coats of asphalt sealcoating. Material to contain 3% latex additive and 3-4 lbs of Black Beauty Sand.

Approximately	14,727/sy @ 1.14/sy	\$16,788.78
---------------	---------------------	-------------

STRIPING: Stripe all parking spaces and traffic marking as follows:

Spaces	178/ea
Handicap Spaces	11/ea
Centerline	395/lf
4" Line	2838/lf
2' Stop Bar	81/lf

1 Coat	\$2,150.00
--------	------------

Mobilization	1/ea	\$750.00
---------------------	------	----------

Total	\$19,688.78
--------------	--------------------

***We have priced this project breaking the lot down into 3 sections for sealcoating. If more sections are needed please add \$1,500.00 per additional section.**

Qualifications and Exclusions:

- 1) No testing, engineering, bonds or permits.
- 2) No Traffic Control.
- 3) If sealcoating is performed sprinkle systems has to be turned off two days prior to work.
- 4) Lot to be ready upon arrival.
- 5) No heavy cleaning.
- 6) No retainage to be withheld, if under \$5,000.00.
- 7) Terms are Net 10, we will start applying financing charges after 10 days.

- 8) Not responsible for moving vehicles.
- 9) A finance charge of 1.5% per month will be billed on every invoice over 30 days old.
- 10) One mobilization included for each item. Each additional will be \$850.00/ea.
- 11) Proposal good for items and quantities listed above only.
- 12) Price on Paving/Patching is only good for 30 days after the date of the proposal.
- 13) All work is quoted on a 40-hour work week Monday thru Friday.
- 14) Not responsible for reflective cracking.
- 15) Grades that are 1.5% or less may have "bird baths". Southeastern does not accept responsibility for correction.
- 16) No warranty included when temperatures are 50°F and lower at night and below 70°F during daylight hours.
- 17) Not responsible for utilities not clearly marked by owner or 811 locate services.

Thank you for your consideration of our proposal. Please let us know if you have any questions or if we can be of any further assistance.

Sincerely,
Brandon W. Streety
President

ACCEPTANCE OF PROPOSAL-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Owner to be responsible for any costs incurred for collection of this contract.

Date of Acceptance: _____ Signature: _____

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8 b 7

MEETING DATE: March 7, 2022

SUBJECT: Resolution Authorizing the City Administrator to Execute an Agreement with Burk-Kleinpeter, Inc. to Provide Design and Engineering Services for the 2022 Resurfacing Project

Consent Agenda X

Action Agenda X

Public Hearing

First Reading

Second Reading

Other

Prepared By: Ne'Kenja Boyd

Approved By: Tera Tubbs

JBM

Summary: The Engineering Department is requesting that the City Council authorize the City Administrator to execute an agreement with Burk-Kleinpeter, Inc. to provide design and engineering services for the 2022 Resurfacing Project. The proposed total amount for this project is \$140,000.00. Documentation is attached.

Alternatives: Deny the request.

Recommendation: It is recommended that this request be approved.

Fiscal Impact: Expense Code: 19-32-00-6062 Amount: \$140,000.00
Finance Director Approval apm City Administrator Approval GTD

Motion for Consideration: I move that the City Council authorize the City Administrator to execute an agreement with Burk-Kleinpeter, Inc. to provide design and engineering services for the 2022 Resurfacing Project.

RESOLUTION NO. 22-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH BURK-KLEINPETER, INC. TO PROVIDE DESIGN AND
ENGINEERING SERVICES FOR THE 2022 RESURFACING PROJECT**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute an agreement with Burk-Kleinpeter, Inc. to provide design and engineering services for the 2022 Resurfacing Project; and,

WHEREAS, the total amount for the design and engineering part of this project is \$140,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute an agreement with Burk-Kleinpeter, Inc. to provide design and engineering services for the 2022 Resurfacing Project, and the total amount for these services shall be \$140,000.00.

RESOLVED AND DONE THIS 7th DAY OF March 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY:

Jeff Hogg, Its President

Glenda D. Webb
City Administrator

Reading: March 7, 2022

Motion:

Second:

ENGINEERING AUTHORIZATION #2

TO: Tera Tubbs, P.E.
City of Northport

FROM: Craig P. Williams, P.E.

DATE: February 23, 2022

SUBJECT: Proposed Scope of Services –
Northport City-wide Resurfacing
Northport, AL



2900 8th Street
Tuscaloosa, Alabama 35401
Telephone: (205) 759-3221
www.bkiusa.com

I. OVERALL PROJECT UNDERSTANDING

We appreciate the opportunity to submit our firm's proposal for design and construction engineering services for your project. The following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Scope of Services

II. DESCRIPTION OF SCOPE OF SERVICES

The following is our proposed scope of services in detail:

Task 1 – Streets Evaluation

Burk-Kleinfelder, Inc. will use the Roadbotics data that was compiled for Northport City streets in March 2020. The streets were classified below along with the total length and score.

Road Classification Statistics		
Classification	Length (mi)	Score
Residential	161.086	2.41
Tertiary	15.743	2.43
Primary	31.538	1.99
Unclassified	1.084	2.70
Primary Link	0.901	2.12
Secondary	25.571	2.39
Service	5.951	2.66

Engineering Authorization #2

Northport City-wide Resurfacing–

Northport, AL

February 23, 2022

Page 2



BKI will classify the streets based on segments to show a priority list for each district based on the Roadbotics data. The engineering staff is also compiling a short list from each councilor to consider along with the Roadbotics data.

The list of streets that were paved in 2019, 2020, and 2021 will be excluded from areas in need of repair.

Upon the completion of this analysis, a report will be provided to the City of Northport with a recommendation of the prioritized street improvements.

Task 2 – Design Services

Preparation of design plans and specifications.

The design plans will incorporate the following pay items:

- Bituminous Concrete Wearing Surface, ½" Maximum Aggregate Size
- Bituminous Concrete Upper Binder Layer (Leveling), ½" Maximum Aggregate Size
- Bituminous Concrete Upper Binder Layer (Patching), 1" Maximum Aggregate Size
- Milling Existing Pavement (1"-3" deep)
- Tack Coat
- ADA Accessible Curb Ramps
- Curb and Gutter Replacement (if necessary)
- Valley Gutter Replacement (if necessary)
- Adjustment for Manhole Rings and Covers (Riser Ring Method)
- Adjustment for Manhole Rings and Covers (Remove and Replace Ring & Cover)
- Flushing Existing Shoulders (if needed)
- Adjustment to Water Valve Boxes
- Temporary and Permanent Restriping of Roadways
- Any other items subsidiary to resurfacing of streets

Construction documents for the final agreed upon improvements will be prepared based on the priority list provided to the City and consideration of the proposed budget.

Bidding Services

- Pre-bid Conference, Addenda, Bid Opening, Certified Bid Tabulation

Task 3 – Construction Engineering & Inspection

- Construction Inspection
 - Monitor contractor's activities daily
 - Monitor contractor's compliance with plans & specs
 - Perform final inspection and/or coordinate parties' attendance
 - Report & recommend or direct field construction issues
 - Identify, report & instruct contractor to correct discrepancies
 - Review constructability or other issues
- Construction Administration
 - Review & submit contractor's applications for payment
 - Field measure quantities for payment
 - Applications for Payment
 - Prepare progress reports for Owner



- Supervision during construction
- Authorize monthly payments to contractor
- Submit offer of final estimate to contractor
- Monitor & document claims
- Project closeout
- Assist or analyze and/or settle claims
- Prepare & process close out claim documentation

Task 4 – GIS Data Entry

III. SERVICES NOT INCLUDED

The following services are not included in the scope of services for Work Authorization #2:

- Bidding Advertisement
- Survey
- Permitting (not anticipated)

Any of the above items can be included as an amendment to the current proposed scope of services, if needed.

IV. FEE

As shown below (includes travel); excludes reimbursable expenses (i.e., printing, shipping, if needed).

Task 1 – Streets Evaluation.....	Lump Sum \$16,000.00
Task 2 – Design Services.....	Lump Sum \$19,000.00
Task 3 – Construction Engineering & Inspection.....	Hourly \$75,000.00
Task 4 – GIS Data Entry.....	Hourly NTE \$30,000.00

V. STATUS

We are ready to proceed upon receipt of an executed contract.

VI. SCHEDULE

Streets Evaluation.....	March 2022
Design Services.....	April / May 2022
Bid advertisement / Project Bid.....	June 2022
Approval of Contracts / Notice of Award.....	July 2022
Pre-Construction / Notice to Proceed.....	August 2022
Construction (60 Working Days).....	September – December 2022



VII. TERMS & CONDITIONS

This work authorization is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

VIII. PROPOSAL LIMITATIONS

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Burk-Kleinpeter, Inc. has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

OFFERED:

BURK-KLEINPETER, INC.

BY: Craig P. Williams, P.E.
Vice President

Signature of Authorized Representative

ACCEPTED:

CITY OF NORTHPORT

BY:

Print Name & Title

Signature of Authorized Representative

Date: February 23, 2022

Date: _____

Enclosures: BKI Terms & Conditions

BURK-KLEINPETER, INC. TERMS AND CONDITIONS

Rates:

Engineering Supervisor	\$237.00 per Hour
Project Engineer	\$190.00 per Hour
Civil Engineer.....	\$142.00 per Hour
Engineer Intern	\$108.00 per Hour
CAD Drafter	\$97.00 per Hour
Senior Construction Inspector	\$92.00 per Hour
Construction Inspector.....	\$82.00 per Hour
Clerical	\$69.00 per Hour

Reimbursable Expenses

Printing and contract carrier services are not included within Consultant's basic fee and will be passed along to Client at cost plus 10%.

Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 1 1/4 % per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by BKI, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Jobsite Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.

Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.

Unforeseen Conditions and Occurrences

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant

BURK-KLEINPETER, INC.

TERMS AND CONDITIONS

may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Remedies

Liability of remedies of Burk-Kleinpeter, Inc. resulting from errors, omissions, or the negligence of Burk-Kleinpeter, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Consultant's Choice of Arbitration or Court

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Tuscaloosa County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by a trial by judge in either the Circuit Court for Tuscaloosa County, Alabama, or the United States District Court for the Northern District of Alabama.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Conflicting or Inconsistent Terms/Severability

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8 b 8

MEETING DATE: March 7, 2022

SUBJECT: Resolution Authorizing the City Administrator to Execute a Right-of-Way Use Agreement with Susan Rue

Consent Agenda X

Action Agenda X

Public Hearing

First Reading

Second Reading

Other

Prepared By: Ne'Kenja Boyd

Approved By: Tera Tubbs

JBM

Summary: The Engineering Department is requesting that the City Council authorize the City Administrator to execute a Right-of-Way Use Agreement with Susan Rue. The agreement will be pertaining to Rhubarbs which is located at 415 Main Avenue. The Right-of-Way Use Agreement is attached.

Alternatives: Deny the request.

Recommendation: It is recommended that this request be approved.

Fiscal Impact: Expense Code: N/A Amount: \$0
Finance Director Approval *qsu* City Administrator Approval *CDW*

Motion for Consideration: I move that the City Council authorize the City Administrator to execute a Right-of-Way Use Agreement with Susan Rue.

RESOLUTION NO. 22-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
RIGHT-OF-WAY USE AGREEMENT WITH SUSAN RUE**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute a Right-of-Way Use Agreement with Susan Rue; and,

WHEREAS, this Right-of-Way Use Agreement will pertain to Rhubarbs which is located at 415 Main Avenue; and,

WHEREAS, this agreement will have no fiscal impact on the City of Northport.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute a Right-of-Way Use Agreement with Susan Rue.

RESOLVED AND DONE THIS 7th DAY OF March 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: March 7, 2022

Motion:

Second:

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)
CITY OF NORTHPORT)

MUNICIPAL RIGHT OF WAY PERMIT TO SUSAN RUE

This agreement for permission made the 7th day of March, 2022, between the City of Northport, a Municipal Corporation, hereinafter referred to as "City" or "Grantor", and Susan Rue hereinafter referred to as "Grantee".

The City hereby grants permission to Grantee to use the City's right-of-way for placing an awning and associated columns on City right-of-way located at 415 Main Avenue, Northport, Alabama. The permissions granted pursuant to this permit shall be limited solely to the location and purposes as described above and shall not be construed as a franchise agreement to utilize the public right of way for commercial or business purposes. A picture of the permitted area attached hereto as Exhibit "A".

1. Term. The permissions granted herein shall be possessed and enjoyed by Grantee for only so long as the conditions of this permit are complied with, unless otherwise terminated sooner as provided for herein.
2. Rights of City. The City retains full title and ownership to all aspects and portions of the right-of-way, and Grantee hereby grants, transfers and conveys all right, title, and interest in the improvements constructed thereon free and clear of all liens or encumbrances to the City. The City further reserves its full police and municipal powers in regard to said right-of-way and the improvements thereon, including but not limited to the right to the use and enjoyment of the right-of-way to the fullest possible extent, including the right to exercise traffic control, pedestrian access, and parking regulations. It is understood by and between the City and the Grantee that this is a non-exclusive permit and the City reserves the right to convey similar or other permits to public utilities or private parties. This permit is a mere license and as such confers no property or legal interest.
3. Maintenance. Grantee shall be solely responsible for and shall bear all cost of upkeep and maintenance of the improvements. In the event said improvements fall into a state of disrepair or become unsightly or unsafe, the City shall have the right to remove said improvements and shall receive reimbursement from Grantee for the cost of said removal. If the permitted area is damaged by the use of the Grantee pursuant to this permit, the City shall have the right to repair the area and the Grantee agrees to pay the cost of such repair.
4. Northport Guidelines. During the construction of the improvements, Grantee will coordinate any temporary pedestrian or motor vehicle traffic rerouting with the Northport Police Department. Grantee shall follow all applicable Northport guidelines for work zones so as to keep disruption to a minimum.
5. Termination/Removal. The City shall have the absolute right to terminate this permit upon written notice to Grantee and to require removal in whole or in part by Grantee of said improvements for any reason whatsoever. In the event the City exercises any of its rights pursuant to this permit,

Grantee does hereby waive and release any and all claims, suits, causes of action or judgments against the City of Northport, its officers, agents, or employees including but not limited to claims pursuant to Section 235 of the Alabama Constitution and 42 USC §1983 and agrees to indemnify and hold harmless the City, its officers, agents, and employees of and from any claim, cause of action or judgment arising out of or in any manner associated with any suspension, modification or termination of the permit.

6. Utilities. There may be utilities, such as power, gas, etc., located in the right-of-way. Therefore, the City grants permission to Grantee subject to the rights of any utility companies, franchises, or other utilities, including the City itself, which may now or in the future utilize City of Northport's right-of-way. Grantee shall be responsible for determining the location of all utilities and for any damages to the same as may occur as a result of Grantee's activities. Furthermore, Grantee accepts responsibility for any costs incurred in connection with the repair, maintenance or replacement of any utilities affected by the issuance of this permit.
7. Laws and Regulations. Grantee agrees, to and shall at all times, comply with all applicable federal, state and local laws and regulations.
8. Indemnity. Grantee agrees to be solely responsible for the safety and welfare of its members and those persons participating with them, and for the general public, in or about the permitted area in relation to this permit. Further, Grantee agrees and does hereby forever release, indemnify and hold harmless the City of Northport, its officers, agents and employees, of and from any and all demands, claims, suits, judgments and/or damages of any sort, including, but not limited to, property damage, personal injury and/or death arising out of or in any way related to any activity or conduct pursuant to this permit.
9. No Personal Liability of Public Official. In carrying out any of the provisions hereof in exercising any authority granted by the permit, there will be no personal liability upon any public official.
10. Non-Discrimination. The Grantee shall not discriminate against any person because of race, color, sex, age, disability, religion or national origin, and shall further comply with all pertinent local, state and federal laws and regulations.
11. Non-Assignable. This permit is non-renewable, non-transferable, non-assignable and issued to the Grantee solely for the purpose(s) stated herein. This permit shall not be construed against the party who drafted it.
12. Covenant to Run with Premises. Grantee does hereby agree that the conditions herein imposed upon Grantee shall be as and for a covenant running with the premises and shall be binding on the Grantee until such time as the City terminates this permit or until a new permit is issued to a new or subsequent Grantee. In the event that Grantee seeks to negotiate and or completes the sale or conveyance the property located at 402 Bridge Avenue, Northport, Alabama, it shall be responsibility of the Grantee to provide notice to any party or entity acquiring title to 402 Bridge Avenue, Northport, Alabama of the existence of this permit and the responsibilities associated thereto. Until such time as the City either terminates this permit or issues a new permit to a subsequent Grantee, Grantee shall be responsible and bound by all terms of this permit.

13. MISCELLANEOUS:

Capacity: Grantee represents and warrants to the City as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That it has full power and capacity to obtain this permit and to perform the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, Grantee has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this permit and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- D. That Grantee has duly authorized and empowered a representative to execute this permit on their respective behalf and the execution of this permit by such representative fully and completely binds the Party to the terms and conditions hereof.
- E. That absent fraud, the execution of this permit by a representative of the Grantee shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent Grantee is a partnership, limited liability company or joint venture, the execution of this permit by any member thereof shall bind the Grantee and to the extent that the execution of the permit is limited to a manager, managing partner or specific member then the person so executing this permit is duly authorized to act in such capacity for the Grantee.
- F. That Grantee represents and warrants to the City that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon its ability to perform pursuant to the terms and conditions of this permit.
- G. That Grantee has obtained any and all required license, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this permit.
- H. This permit constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (1) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights;
 - (2) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
- I. Neither party will enter into any agreement to do anything prohibited in this permit or enter into any agreement or take any action which would in any way impair the ability of the

other party to faithfully and fully perform its obligations hereunder.

J. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this permit;

Waiver: Non enforcement of any provision of this permit by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the permit.

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

Final Integration: This permit constitutes the entire permit, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this permit, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party, which is not contained in this Agreement or expressly referred to herein have been relied on by any party in entering into this Agreement.

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

Amendment in Writing: This permit may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

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

Binding Effect: This permit shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

Captions: The captions of this permit are for convenience and reference only, are not a part of this permit, and in no way define, describe, extend, or limit the scope or intent of this permit.

Construction: This permit shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this permit, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this permit.

Agreement Date/Counterparts: The date of this permit is intended as and for a date for the convenient identification of this permit and is not intended to indicate that this permit was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases. The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this permit unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Severability. Each provision of this permit shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this permit that are valid, but this permit shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

No present or future official, officer or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

Executed on this the _____ day of _____, 2022.

Susan Rue

**CITY OF NORTHPORT, A Municipal
Corporation**

By: _____
Glenda D. Webb, City Administrator of the
City of Northport

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8 b 9

MEETING DATE: March 7, 2022

SUBJECT: Resolution Authorizing the City Administrator to Enter Into an Agreement with Kimley-Horn and Associates, Inc. to Provide the Two-Mile Creek Drainage Study

Consent Agenda X

Action Agenda X

Public Hearing

First Reading

Second Reading

Other

Prepared By: Ne'Kenja Boyd

Approved By: Tera Tubbs

JEM

Summary: The Engineering Department is requesting that the City Council authorize the City Administrator to enter into an agreement with Kimley-Horn and Associates, Inc. to provide professional service for hydraulic evaluation of drainage structures along Two-Mile Creek. The proposal is attached.

Alternatives: Deny the request.

Recommendation: It is recommended that this request be approved.

Fiscal Impact: Expense Code: 01-32-600-8000 Amount: Not to Exceed \$116,200.00
Finance Director Approval *apm* City Administrator Approval *GPW*

Motion for Consideration: I move that the City Council authorize the City Administrator to enter into an agreement with Kimley-Horn and Associates, Inc. to provide the Two-Mile Creek drainage study.

RESOLUTION NO. 22-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE THE TWO-MILE CREEK DRAINAGE STUDY

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to enter into an agreement with Kimley-Horn and Associates, Inc. to provide professional service for hydraulic evaluation of drainage structures along Two-Mile Creek; and,

WHEREAS, the total amount for professional service is not to exceed \$116,200.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to enter into an agreement with Kimley-Horn and Associates, Inc. to provide the Two-Mile Creek drainage study, and the total amount for professional service is not to exceed \$116,200.00.

RESOLVED AND DONE THIS 7th DAY OF March 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: March 7, 2022

Motion:

Second:

February 8, 2022

Tera Tubbs, P.E.

City Engineer / Floodplain Administrator
City of Northport
3500 McFarland Blvd.
Northport, AL 35476

Re: Stormwater Evaluation
Professional Services Agreement

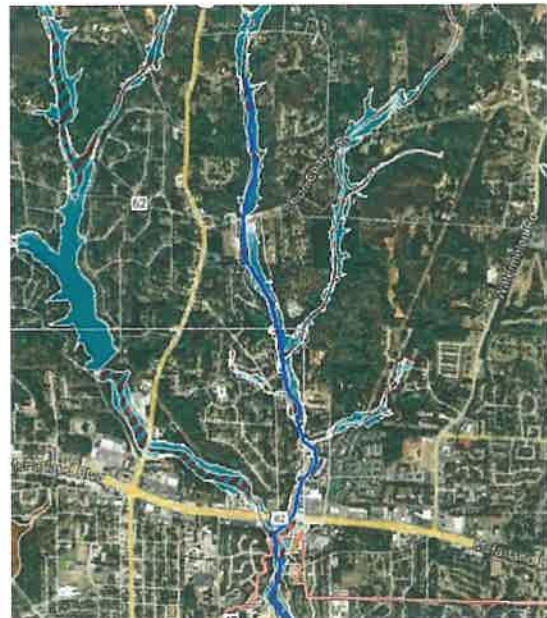
**Re: Hydraulic Analysis of Twomile Creek
Flood Mitigation**

Dear Tera:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter proposal (the "Agreement") to the **City of Northport** ("City" or "Client") for providing professional service for hydraulic evaluation of drainage structures along Twomile Creek, north of Highway 82.

PROJECT UNDERSTANDING

Twomile Creek extends from the Black Warrior River northward through the City of Northport. Low lying areas adjacent to this creek are subject to recurring overbank flooding. Several bridges and culverts along the upper reaches of the creek (north of Hwy 82) may constrict conveyance, either through their hydraulic diameter or through accumulation of debris, which has the potential to contribute to overbank flooding. The City asked Kimley-Horn for a Hydrology and Hydraulic (H&H) analysis to help determine the impact of the in-stream structures and to help identify potential engineered, programmatic, and funding solutions to mitigate flooding risk. This analysis will be conducted along the entire extent of Twomile creek from its confluence with the Black Warrior River northward to the culvert crossing at Hammertown Road. The analysis will include an inventory of in-stream structures, hydrologic and hydraulic modeling of Twomile creek and its watershed, primary tributaries, and the floodplain. The results of this analysis will provide the City an assessment tool for helping determine management strategies, potential infrastructure improvements, and any needs for future analysis. Twomile creek is shown in the inset image to the right.



SCOPE OF SERVICES

This scope of services is based on the project understanding noted herein above. Kimley-Horn will provide the services specifically set forth below.

TASK 1: PROJECT ADMINISTRATION AND INFORMATION GATHERING

Kirk Mills, PE (kirk.mills@kimley-horn.com) / (205) 999-1033 will manage the project in a manner that is responsive to the needs and schedule of the City in accordance with our quality assurance and quality control protocols. Project management and administration efforts will consist of the following items:

- Oversee the Consultant project team to manage budget, schedule, and conformance to the project scope on a day-to-day basis
- Support clear communication with the technical team
- Develop and implement the project work plan
- Provide the City with monthly progress updates via email or in-person/virtual meetings
- Inform the City in writing if during the life of the project a deviation in the schedule occurs for any reason
- Manage and direct Consultant's subconsultants in execution of project scope

Project management is anticipated to occur on an ongoing basis throughout the entire project schedule.

Data Gathering

Kimley-Horn will collect readily available information related to stormwater infrastructure along Twomile Creek. This will include the following:

- Historic flooding information/records provided by the City
- FEMA Effective hydrologic and hydraulic models
- GIS dataset for drainage feature classes along Twomile Creek
- GIS dataset for other feature classes necessary for the project provided by the City (e.g., roads, parcels, terrain, etc.)
- Publicly available elevation data, as needed

Kimley-Horn will also gather information related to the following:

- Alabama Department of Transportation (ALDOT) for current and planned transportation improvement projects and existing hydraulics unit data within the identified study area
- USACE dam operations data for the Black Warrior River

Field Investigation

Kimley-Horn will conduct targeted field investigations along Twomile Creek to establish modeling parameters, structure conditions, and document areas of interest for the analysis. Field investigation locations shall be determined by Kimley-Horn for the following purposes:

- Estimate Manning's 'n' values
- Verify watershed boundaries
- Identify and review key hydraulic structures to be modeled

TASK 2: FIELD SURVEY AND COORDINATION

Engineering Design Technologies, LLC (EDT), a sub-consultant to Kimley-Horn, will perform field survey of features and structures as directed by Kimley-Horn. Kimley-Horn will direct EDT to collect open channel cross sections and roadway crossing data (e.g., bridges and culverts) for up to 50 cross sections and up to 16 structures to model and assess the extent of Twomile Creek. Kimley-Horn will prepare a field survey exhibit to direct EDT's collection process. Kimley-Horn will review all survey data collected by EDT and will provide feedback to EDT throughout the collection process as needed.

Task 2.1: Field Survey - Twomile Creek and Crossing Data

For *open channel cross sections*, Kimley-Horn shall utilize FEMA cross section data if appropriate and recent, for hydraulic modeling purposes. Where FEMA cross section data does not exist or requires augmentation, Kimley-Horn will obtain field survey data consisting of 6-point cross sections (left overbank, left top of bank, left bottom of bank, right bottom of bank, right top of bank, right overbank). Cross-sectional information outside the limits of the field surveyed sections will be based on the best available information (GIS topography, DEMs, etc.). A unit cost and a specific number of Channel Cross Sections has been estimated for budgetary purposes in **Exhibit A**.

Bridges requiring survey for modeling purposes will include dimensional and elevation data for modeling backwater effects in the hydraulic model. Bridge data will include shots parallel to the road representing the road overtopping elevation, bridge deck thickness, location and height of railing, pier location and dimensions, and underlying channel and abutment dimensions and elevations. A unit cost and a specific number of Bridges to be collected has been estimated for budgetary purposes in **Exhibit A**.

Culverts at stream crossings will be characterized by two pipe ends (one at each end of each barrel). Sufficient dimensional and elevation data will be collected to model backwater effects of culverts within the *Primary System* and select culverts in the *Secondary System*. Multi-barrel culverts shall include two pipe ends for each barrel. Additionally, culverts will include 5 ground shots representing the overtopping profile of the above road/path embankment as follows: one directly above the culvert, 25 and 50 feet upstation of the original shot, and 25 and 50 feet downstation of the original shot. A unit cost and a specific number of Culverts to be collected has been estimated for budgetary purposes in **Exhibit A**.

Kimley-Horn will notify the City when access to private property is required by EDT. The City will be responsible for notifying property owners of work activities and the need to access drainage easements or private property.

TASK 3: EXISTING CONDITIONS HYDRAULIC AND HYDROLOGIC MODELING

Kimley-Horn will develop a hydrologic and enhanced hydraulic model of the existing conditions for Twomile Creek using the U.S. Army Corps of Engineers HEC-HMS and HEC-RAS modeling platforms. The hydrologic model will be calibrated to the effective FEMA FIS flows for Twomile Creek. The hydraulic model will be built based on the effective FEMA HEC-2 hydraulic model.

The hydrologic model will utilize Muskingum-Cunge channel routing methodology and the National Resource Conservation Service's (NRCS) TR-55 runoff calculation and hydrograph derivation methodology using the Type III design storm distribution. Subbasins within the watershed will be delineated as deemed appropriate by Kimley-Horn (e.g. at structures, confluences, detention facilities, etc.). The following hydrologic parameters will be calculated for input into the model: subbasin area, land use, NRCS soil type, curve numbers (derived from the land use and soil type data), time of concentration, stage-storage curves (as deemed appropriate), and channel routing characteristics. Based upon the resulting peak discharges, the model parameters will be adjusted to allow for calibration between the effective FEMA peak discharges for Twomile Creek and the modeled peak discharges. Flows will be modeled for the 2-, 10-, 50-, 100-, and 500-year, 24 hour design storm events. Future condition flows for the 100-year, 24-hour design storm event will also be developed from zoning maps and future land use as provided by the City. This information will be used during task 5 to assess the impact of potential future development on the analyzed alternatives.

The hydraulic model will incorporate the effective FEMA HEC-2 hydraulic model, collected survey data at the creek crossings and identified areas throughout the reach, publicly available elevation data, and the field data collected in Task 3. The model parameters will be verified using data collected during the field investigation and publicly available aerial imagery as needed. Survey data for up to twelve (12) structures will be incorporated into the model. The 100-year floodplain will be mapped and compared against the effective floodplain.

TASK 4: BRIDGE ALTERNATIVES ANALYSIS

Upon completion of the existing conditions model, Kimley-Horn will model up to (6) alternative bridge configurations. Kimley-Horn will incorporate these alternatives into the hydrologic and hydraulic models as needed to determine their impact on the downstream conditions and assess the sensitivity of the floodplain to modifications to these structures. Kimley-Horn will assess alternatives to determine the potential level of service (LOS) of up to six structures along Twomile creek.

Alternatives will be evaluated for the 2-, 10-, 25-, 50-, and 100-year events. Alternative configurations may include:

- Alternative designs that improve system performance and maximizes LOS (but may not meet City standards).

TASK 5: EVALUATION REPORT AND FLOODING MITIGATION RECOMMENDATIONS

Kimley-Horn will prepare a report that summarizes the results of the analysis and provides future flooding mitigation recommendations. Kimley-Horn will submit three (3) hard copies and one digital PDF of the draft report to the City for review and comment. An executive summary as well as supporting documentation for all the recommended projects will be included.

A budget (planning level) Opinion of Probable Construction Costs (OPCC) will be developed for the bridge alternatives using best professional judgment and recent bid tab information of similar projects if available.

The following items shall constitute the final submittal:

- H&H analysis report
- Shapefile for updated watershed boundary
- Geodatabase based on the City's standard format containing field survey data
- Hydrologic and Hydraulic models (all scenarios) with all supporting documentation, information, tables, input files, etc.

TASK 6: LOCAL STORMWATER ORDINANCE BENCHMARKING (Optional)

Kimley-Horn will perform a policy and technical review of stormwater ordinances for three (3) area municipalities and will develop a matrix comparing these ordinances to the City's current stormwater ordinances. Kimley-Horn will highlight differing regulations that may help manage the impact of future development on the floodplain and discharges along Twomile Creek.

- Post-Construction Storm Water Management in New Development and Redevelopment

Benchmarking will also include a review of stormwater design standards.

Kimley-Horn will conduct a workshop with City staff to review benchmarking and discuss potential revisions. Kimley-Horn will prepare a technical memorandum to summarize findings of the benchmarking study to provide recommendations for revisions and updates to the City's ordinances.

ASSUMPTIONS

- Effective FEMA Hydraulic Model will be provided in HEC-2 format by FEMA via a FEMA Data Request.
- Zoning maps for future conditions analysis will be provided by the City.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not

limited to, the following:

- Meetings and workshops beyond those identified above
- Grant applications
- FEMA map updates or permitting
- Water quality modeling
- NPDES Phase II permitting assistance
- Additional concept design beyond those identified in this scope
- Final design
- Utility locations and/or Subsurface Utility Exploration
- LIDAR / terrain survey
- Emergency Planning Scenarios

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall rely on the completeness and accuracy of information provided by the Client or the Client's consultants or representatives. Kimley-Horn assumes that 2-ft contour data will be requested from the City of Northport or Tuscaloosa County for development of the hydrologic and hydraulic models and conceptual improvements. In the event that 2-ft contour data is not available, and the best publicly available elevation is not suitable for modeling purposes, additional survey may be required. Additional survey can be provided via an amendment to this scope.

RESPONSIBILITIES OF CLIENT

In addition to other responsibilities set out in this Agreement, the Client shall:

- Assist with coordinating access to public and/or private property
- Assist with organizing the meeting(s) with the City
- Provide review and feedback on draft deliverables

SCHEDULE

We will provide our services as expeditiously as practicable. Final deliverable is anticipated to be provided within 6-12months from NTP**

**This is contingent upon the responsiveness of FEMA in filling the FEMA DATA Request for the effective models and potential impacts due to weather, COVID, and other unforeseen conditions. Kimley-Horn will provide the City a progress report with updated schedule monthly.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-5 for the total fee not to exceed \$116,200 per the

following table. The fee for each task is lump sum unless specifically noted.

TASK 1: PROJECT ADMINISTRATION AND INFORMATION GATHERING	\$ 20,700
TASK 2: SYSTEM FIELD SURVEY AND COORDINATION(Base)	\$ 15,600
TASK 2.1: FIELD SURVEY**	\$ 12,100
TASK 3: EXISTING CONDITIONS HYDROLOGIC AND HYDRAULIC MODELING	\$ 26,200
TASK 4: BRIDGE ALTERNATIVES ANALYSIS	\$ 21,800
TASK 5: EVALUATION REPORT AND FLOODING MITIGATION RECOMENDATIONS	\$ 19,800

** Kimley-Horn will perform subtask 2.1 on a unit price basis, not to exceed the total maximum fee shown without authorization from the Client. Unit prices are included in Exhibit A. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Kimley-Horn will perform the services in Task 6 for the total fee of \$12,400, if authorized by the client per the following table. The fee for the task listed below is a lump sum fee.

TASK 6: LOCAL STORMWATER ORDINANCE BENCHMARKING	\$ 12,400
--	------------------

Lump sum fees will be invoiced monthly based on a percentage of the work completed; Unit price fees will be invoiced monthly based on the units for work performed. Payment is due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Northport, Alabama.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you want us to proceed with the services, please have an authorized person sign this Agreement below. We will commence services only after we have received a fully executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:



Kirk Mills, P.E.
Sr. Project Manager



Elizabeth Johnson, P.E.
Authorized Signer

CITY OF NORTHPORT, ALABAMA

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

Field Survey – Unit Rates

Structure Type	Total Unit Rate (per Structure)	Estimated Structures	Estimated Fee
Channel Cross-Section	\$140	50	\$7,000
Bridges	\$150	12	\$1,800
Culverts	\$150	4	\$600
Dams and Impoundments	\$150	0	\$0
TOTAL			\$9,400

Miscellaneous Field Survey - Unit Rates

Description	Total Unit Rate (per Day)	Estimated Days	Estimated Fee
2 Man – Survey Field Crew Time	\$1,350	2	\$2,700
TOTAL			\$2,700

Period of Service: The compensation amount stipulated in Exhibit A is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted. Kimley-Horn shall not exceed number of estimated structures without prior written approval from the Client.

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8 b 10

MEETING DATE: March 7, 2022

SUBJECT: Resolution Authorizing the City Administrator to Enter Into an Agreement with TTL, Inc. to Provide a Recreational Master Plan for the Rose Blvd. Property

Consent Agenda X

Action Agenda X

Public Hearing

First Reading

Second Reading

Other

Prepared By: Ne'Kenja Boyd

Approved By: Tera Tubbs

Summary: The Engineering Department is requesting that the City Council authorize the City Administrator to enter into an agreement with TTL, Inc. to provide a recreational master plan for the Rose Blvd. property. The proposed total amount for this project is not to exceed \$150,000.00. The proposal is attached.

Alternatives: Deny the request.

Recommendation: It is recommended that this request be approved.

Fiscal Impact: Expense Code: 01-45-000-54000 Amount: Not to Exceed \$150,000.00
Finance Director Approval [Signature] City Administrator Approval [Signature]

Motion for Consideration: I move that the City Council authorize the City Administrator to enter into an agreement with TTL, Inc. to provide a recreational master plan for the Rose Blvd. property.

RESOLUTION NO. 22-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH TTL, INC. TO PROVIDE A RECREATIONAL MASTER PLAN FOR THE ROSE BLVD. PROPERTY

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to enter into an agreement with TTL, Inc. to provide a recreational master plan for the Rose Blvd. Property; and,

WHEREAS, the proposed total amount for this project is not to exceed \$150,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to enter into an agreement with TTL, Inc. to provide a recreational master plan for the Rose Blvd. property, and the total amount for this project is not to exceed \$150,000.00.

RESOLVED AND DONE THIS 7th DAY OF March 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: March 7, 2022

Motion:

Second:



3516 Greensboro Avenue
Tuscaloosa, AL 35401
205.345.0816
www.ttlusa.com

February 21, 2022

Ms. Tera Tubbs, PE
City Engineer
City of Northport
3500 McFarland Boulevard
Northport, AL 35476

**RE: *The City of Northport Rose Boulevard Property Master Plan
Proposal for Professional Services
City of Northport, Alabama***

Ms. Tubbs:

We are writing to provide you with the following proposal for professional services for the above referenced project. These services will include engineering, surveying, planning, and some specialty consultant services as particular elements of the plan are studied and further developed. The limits of the proposed plan are shown on the attached maps and include the former property owned by the Black Warrior Solid Waste Authority that lies East of Rose Boulevard. The total study area is approximately 150 acres not including the adjacent right-of-way for Rose Boulevard and Richard Pierce Parkway.

It is our understanding that the intent of the Master Plan is to explore the opportunities for a mixture of activities that will ultimately function well together, but could include elements that appeal to Northport citizens as well as regional and national travelers. Likewise, the location of the property itself serves as one of the gateways to Northport via the Rose Boulevard corridor and the proximity to U.S. Highway 82 and Interstate 59/20. The potential recommended elements are not defined at this point, but could vary and include day-use park activities, overnight accommodations, single event facilities, civic and corporate retreat infrastructure, recreational uses, and nature experiences.

Upon evaluation of the initial site opportunities and restraints, a more detailed process and schedule will be presented to the City to provide a plan for executing the work. Frequent feedback and direction from City staff will be requested as park themes and elements potentially become included in a master plan. It is also assumed that the plan development process may include public involvement via conventional public meetings or via smaller informational settings around the community as may be needed. This is also something that we will work with staff to establish, host, and document

We are excited to have the opportunity to work with the City of Northport in planning this important piece of property due to its location, natural setting, and chance to provide the public with something different than what is currently available in the area. We propose to provide these services on an hourly basis for fee not-to-exceed \$150,000.00 based on the attached hourly rate schedule.

Sincerely,
TTL, INC.

Jason C. Walker, PE, PLS
Executive Vice-President

attachments: *Property Limits Map with Topo
Property Limits Map with Aerial Imagery*

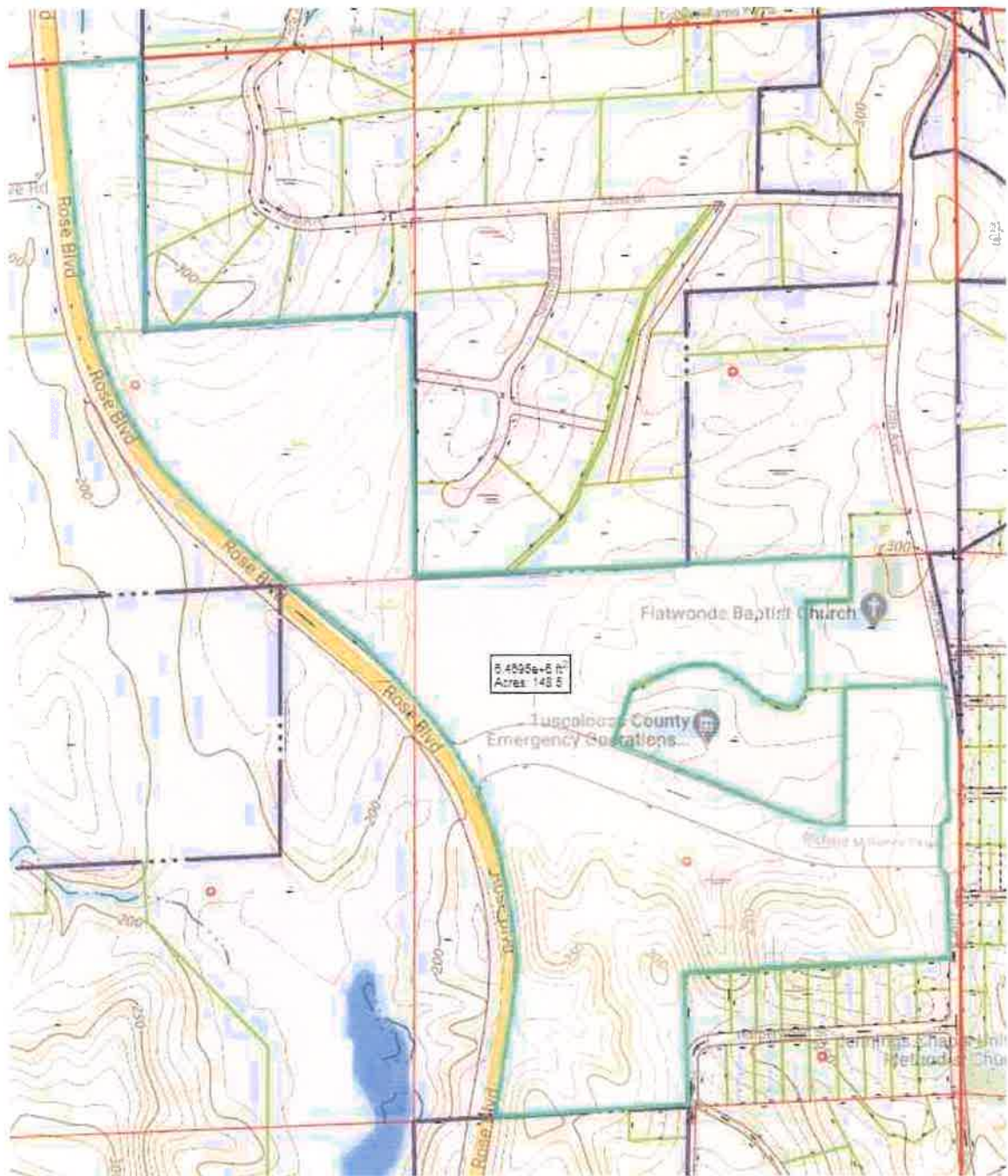


Figure 1 – Master Plan Study Limits with Topography



Figure 2 – Master Plan Study Limits with Aerial Imagery



2022 FEE SCHEDULE
Effective December 1, 2021

Staff Position	Rate
Project Administrator I	\$62.00 / Hour
Project Administrator II	\$67.00 / Hour
Project Administrator III	\$73.00 / Hour
Project Administrator IV	\$79.00 / Hour
Project Administrator V	\$89.00 / Hour
Project Administrator VI	\$95.00 / Hour
Project Administrator VII	\$102.00 / Hour
Project Administrator VIII	\$107.00 / Hour
Project Technician I	\$52.00 / Hour
Project Technician II	\$54.00 / Hour
Project Technician III	\$57.00 / Hour
Project Technician IV	\$62.00 / Hour
Project Technician V	\$67.00 / Hour
Project Technician VI	\$74.00 / Hour
Senior Project Technician I	\$81.00 / Hour
Senior Project Technician II	\$86.00 / Hour
Senior Project Technician III	\$92.00 / Hour
Senior Project Technician IV	\$103.00 / Hour
Senior Project Technician V	\$113.00 / Hour
Senior Project Technician VI	\$119.00 / Hour
Senior Project Technician VII	\$124.00 / Hour
Field Coordinator / Field Supervisor	\$103.00 / Hour
NACE Level I Technician	\$108.00 / Hour
NACE Level II Technician	\$119.00 / Hour
NACE Level III Technician	\$167.00 / Hour
NDT Steel/ASNT Level I Technician	\$103.00 / Hour
NDT Steel/ASNT Level II Technician	\$108.00 / Hour
NDT Steel/ASNT Level III Technician	\$167.00 / Hour
NDT Steel/AWS Certified Welding Inspector	\$103.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level I Inspector	\$108.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level II Inspector	\$118.00 / Hour
Metals QA/QC Manager I	\$162.00 / Hour
Metals QA/QC Manager II	\$165.00 / Hour
Metals QA/QC Manager III	\$170.00 / Hour
Professional Land Surveyor I	\$133.00 / Hour
Professional Land Surveyor II	\$160.00 / Hour
Professional Land Surveyor III	\$185.00 / Hour
Professional Land Surveyor IV	\$210.00 / Hour
Project Professional I	\$124.00 / Hour
Project Professional II	\$135.00 / Hour
Project Professional III	\$145.00 / Hour
Project Professional IV	\$156.00 / Hour
Project Professional V	\$167.00 / Hour
Project Professional VI	\$175.00 / Hour
Project Professional VII	\$190.00 / Hour
Senior Project Professional I	\$194.00 / Hour

Staff Position	Rate
Senior Project Professional II.....	\$205.00 / Hour
Senior Project Professional III.....	\$215.00 / Hour
Senior Project Professional IV.....	\$225.00 / Hour
Senior Project Professional V.....	\$237.00 / Hour
Senior Project Professional VI.....	\$247.00 / Hour
Senior Project Professional VII.....	\$258.00 / Hour
Project Manager I.....	\$130.00 / Hour
Project Manager II.....	\$140.00 / Hour
Project Manager III.....	\$150.00 / Hour
Project Manager IV.....	\$161.00 / Hour
Project Manager V.....	\$172.00 / Hour
Project Manager VI.....	\$184.00 / Hour
Project Manager VII.....	\$195.00 / Hour
Senior Project Manager I.....	\$200.00 / Hour
Senior Project Manager II.....	\$211.00 / Hour
Senior Project Manager III.....	\$221.00 / Hour
Senior Project Manager IV.....	\$232.00 / Hour
Senior Project Manager V.....	\$237.00 / Hour
Senior Project Manager VI.....	\$255.00 / Hour
Senior Project Manager VII.....	\$265.00 / Hour
Senior Project Manager VIII.....	\$285.00 / Hour
Senior Project Manager IX.....	\$305.00 / Hour
Principal I.....	\$270.00 / Hour
Principal II.....	\$280.00 / Hour
Principal III.....	\$290.00 / Hour
Principal IV.....	\$300.00 / Hour
Academia Consultant.....	Cost + 20%
Specialty Consultant	Cost + 20%

Printing Costs:

Copier Prints (Black and White/Color).....	\$0.15/Sheet
Plotter Prints (Black and White).....	\$0.60/Sq Ft
Plotter Prints (Color).....	\$1.10/Sq Ft
Mylar Prints.....	\$4.00/Sq Ft

Notes:

1. Hourly rates for holidays, weekends, or work over 40 hours per week shall be 1.3 times the standard unit rates.
2. Services provided in subsequent years to be billed at 1.05 times above rates unless new rate schedule is approved.
3. Equipment, tests, vehicle mileage, meals, lodging, air travel, freight, delivery, printing, non-general overhead, etc. are not included in above personnel rates. Unless stated otherwise, such costs will be invoiced at cost plus 20%.
4. A two hour minimum charge per site visit will be applied to all technician level staff positions.
5. A 24-hour advance notice is requested for scheduling or canceling all personnel field services.
6. Sub-Consultants billed through TTL shall be subject to an additional 10 percent administrative fee.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8 b 11

MEETING DATE: March 7, 2022

SUBJECT: Resolution Authorizing the City Administrator to Enter into an Agreement with Yellowhammer Engineering, LLC to Provide the Hasson Park Master Plan

Consent Agenda X

Action Agenda X

Public Hearing

First Reading

Second Reading

Other

Prepared By: Ne'Kenja Boyd

Approved By: Tera Tubbs

Summary: The Engineering Department is requesting that the City Council authorize the City Administrator to enter into an agreement with Yellowhammer Engineering, LLC to provide the master plan for Hasson Park. The fiscal impact of this agreement is not to exceed \$10,000.00. Documentation is attached.

Alternatives: Deny the request.

Recommendation: It is recommended that this request be approved.

Fiscal Impact: Expense Code: 01-1560-80000 Amount: Not to exceed \$10,000.00
Finance Director Approval CPM City Administrator Approval GTW

Motion for Consideration: I move that the City Council authorize the City Administrator to enter into an agreement with Yellowhammer Engineering, LLC to provide the master plan for Hasson Park.

RESOLUTION NO. 22-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH YELLOWHAMMER ENGINEERING, LLC TO PROVIDE THE HASSON PARK MASTER PLAN

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to enter into an agreement with Yellowhammer Engineering, LLC to provide the master plan for Hasson Park; and,

WHEREAS, the fiscal impact for the City for this master plan is not to exceed \$10,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to enter into an agreement with Yellowhammer Engineering, LLC for an amount not to exceed \$10,000.00 for the Hasson Park Master Plan.

RESOLVED AND DONE THIS 7th DAY OF March 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: March 7, 2022

Motion:

Second:

March 1, 2022

Tera Tubbs
City Engineer
City of Northport
3500 McFarland Boulevard
Northport, AL 35476

**RE: Hasson Park Master Plan
Scope and Fee Proposal**

Dear Tera:

Thank you for the opportunity to work with the City of Northport. Yellowhammer Engineering is pleased to offer the following services to provide a master plan for improvements to Hasson Park in Northport, Alabama. This project will involve working with City staff and developing layouts and cost estimates for a new parking lot and access drive, new ADA compliant sidewalks, concession stand with bathrooms, concrete surface under bleachers at the baseball field, and lighting at Hasson Park. This proposal will allow us to assist you in planning for these needed improvements at Hasson Park.

SECTION A – PROJECT UNDERSTANDING

The City of Northport wants to develop a master plan for Hasson Park. Yellowhammer Engineering will work with the City and come up with layout options and cost estimates for a new access drive and parking lot off of 10th Street, a new sidewalk that will surround the perimeter of the baseball field and be ADA compliant, a new concession stand with 2 bathrooms, a new concrete pad around the press box and under the bleachers at the baseball field that will be ADA compliant, and lighting for the sidewalk and at the playground areas.

TASK 1: MASTER PLAN

Yellowhammer Engineering will provide the following master plan tasks for the project:

- a. Meet with the City and Councilman Washington to discuss the "wants" for Hasson Park as a whole
- b. Provide layouts to incorporate the City's desires for improvements, including a new sidewalk around the existing baseball field to provide ADA access between the bleachers / baseball field / concession stand with bathrooms and the new playground to be constructed; other layout aspects to include new parking lot off 10th Street, access drive to 10th Street, concession stand with bathrooms, and lighting
- c. Determine cost estimates for the layout options provided
- d. Meet with the City and interested parties to discuss and review the layouts and cost estimates
- e. Work with the City in making the best choice of layout with cost for the master plan

SECTION B – FEES

Yellowhammer Engineering will provide the following tasks at the not to exceed fee provided and all tasks will be hourly. Attached to this proposal, please find our rate schedule outlining our hourly rates.

Task 1:	Master Plan	\$10,000.00
ESTIMATED TOTAL		\$10,000.00 (Hourly, NTE)

TERMS AND CONDITIONS

In consideration of the engineering services provided by Yellowhammer Engineering, L.L.C., CLIENT (City of Northport) agrees to pay in addition to the invoice amount, interest at the rate of 1.5% per month (18% APR) for all balances outstanding for more than thirty (30) days from the invoice date, said interest to be calculated retroactively to the invoice date. In the event that Yellowhammer Engineering, L.L.C. prevails in any litigation brought with respect to any dispute that may arise out of or in connection with this Contract, CLIENT agrees to pay reasonable attorney's fees and expenses of Yellowhammer Engineering, L.L.C. associated with said litigation. In the event the CLIENT prevails in any such litigation, Yellowhammer Engineering, L.L.C. agrees to pay reasonable attorney's fees and expenses of the CLIENT associated with said litigation.

RESTRICTION OF USE

This proposal includes information that shall not be disclosed outside of the CLIENT and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer, or as a result of, or in connection with, the submission of this information, CLIENT shall have the right to duplicate, use, or disclose the information to the extent provided in the resulting contract. This restriction does not limit CLIENT's right to use information contained in this proposal if it is obtained from another source without restriction. The information subject to this restriction is contained on all pages of this proposal.

AUTHORIZATION

If this proposal meets with your approval, please execute the proposal below and return one (1) original to our office. Receipt of the executed proposal will serve as our authorization to proceed.

Thank you again for this opportunity and we look forward to working with the City of Northport. If any additional services are needed, they can be provided at the hourly rates attached. Please call if you have any questions or if you would like to discuss our proposal.

Sincerely,



Russell D. Ware, Jr., P.E.
President

Attachments: Rate Schedule

The foregoing contract with Yellowhammer Engineering, L.L.C. is accepted:

Print Individual Firm or Corporation Name

Signature of Authorized Representative

Date

Print Name of Authorized Representative and Title



**Hasson Park Master Plan
The City of Northport**

**RATE SCHEDULE
Through December 31, 2022**

Principal	\$255/hr
Manager	\$200/hr
Project Manager	\$170/hr
Staff Engineer	\$135/hr
Engineer Intern	\$110/hr
Draftsman	\$90/hr
Construction Inspector	\$85/hr
Administrative Assistant	\$65/hr
2-Man Survey Crew	\$120/hr
3-Man Survey Crew	\$175/hr
4-Man Survey Crew	\$215/hr

Reimbursement Notes:

1. Out of pocket expenses shall be billed at cost.
2. Mileage outside the Tuscaloosa and Northport city limits shall be reimbursed at \$0.60 per mile.
3. Sub-consultants billed through Yellowhammer Engineering, LLC shall be subject to an additional 10% administrative fee.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8 (b) 12

MEETING DATE: March 7, 2022

SUBJECT: Bid File No. 22-02- Northport Municipal Court Room Renovations

Consent Agenda	X	Action Agenda	Public Hearing
----------------	---	---------------	----------------

First Reading	Second Reading	Other	X
---------------	----------------	-------	---

Prepared By: S. Cockrell

Approved By: Brooke Starnes

Summary: The Public Works Department received bids for Northport Municipal Court Room Renovations, Bid File No. 22-02, on February 23, 2022. The Department received two (2) proposals from Beard Painting and K & A Builders Inc. The bid is for repairing and refinishing all wooden benches, removal of current judge's bench and witness stand, construction of new judge's bench and witness stand, construction of a wooden backdrop with Northport seal affixed to it, construction of a new bar separating court well and wooden benches and two new counsel tables. The total winning bid is \$78,500.00 from Beard Painting as shown in the attached bid tabulation.

Alternatives: Reject

Recommendation: Approve

Funding Source/GL Code: GL Code No : 01-17-600-80003

Amount: \$78,500.00 Finance Director Approval  City Administrator Approval _____

Motion for Consideration: Authorize the City Administrator to sign the requisition to Beard Painting in the amount of \$78,500.00.

RESOLUTION NO 22-

**RESOLUTION AWARDING THE BID FOR
BID FILE NO. 22-02 NORTHPORT MUNICIPAL COURT ROOM RENOVATIONS**

WHEREAS, on February 23, 2022, the Department of Public Works received proposals for Bid File No. 22-02, Northport Municipal Court Room Renovations; and,

WHEREAS, said bid was for total price for repairing and refinishing all wooden benches, removal of current judge's bench and witness stand, construction of new judge's bench and witness stand, construction of a wooden backdrop with Northport seal affixed to it, construction of a new bar separating court well and wooden benches and two new counsel tables; and,

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

- 1) That the City Council award the bid to, Beard Painting, the bidder meeting specifications and having the lowest total price as itemized in the bid tabulation attached as **Exhibit "A"**.
- 2) That the City Administrator is hereby authorized to approve, as needed, the purchase requisition for Northport Municipal Court Room Renovations using the price from said bid file.

RESOLVED AND DONE this _____ day of _____ 2022.

**THE CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

EXHIBIT "A"
BID TABULATION - BID FILE NO. 22-02
CITY OF NORTHPORT
NORTHPORT MUNICIPAL COURT ROOM RENOVATIONS
Bid Opening 2/23/2022
at 9:00 A.M.

Bidder								
	Total Construction Cost				Completion Days			
Beard Painting	\$78,500.00				120 Days			
K & A Builders	\$86,847.00				90 days			

Delivery Time 120 days from acceptance

Tim Falls & Brad Akin
 Opened By

Summer Cockrell
 Witnessed By

**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 8 b 13

MEETING DATE: March 7, 2022

SUBJECT: Resolution Authorizing the City Administrator to Execute an Agreement with Burk-Kleinpeter, Inc. to Revise the Amount of the MLK, Jr. Blvd. Improvements Project

Consent Agenda X

Action Agenda X

Public Hearing

First Reading

Second Reading

Other

Prepared By: Ne'Kenja Boyd

Approved By: Tera Tubbs

Summary: The Engineering Department is requesting that the City Council authorize the City Administrator to execute an agreement with Burk-Kleinpeter, Inc. to revise the amount of the contract for the MLK, Jr. Blvd. Improvements project by adding \$103,404.00 to the current contract amount of \$771,111.00. The total amount of the revised contract for the MLK, Jr. Blvd. Improvements project will be \$874,515.00.

Alternatives: Deny the request.

Recommendation: It is recommended that this request be approved.

Fiscal Impact: Expense Code: 08-32-600-81005 Amount: \$103,404.00
Finance Director Approval AM City Administrator Approval can

Motion for Consideration: I move that the City Council authorize the City Administrator to execute an agreement with Burk-Kleinpeter, Inc. to revise the amount of the contract for the MLK, Jr. Blvd. Improvements project.

RESOLUTION NO. 22-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH BURK-KLEINPETER, INC. TO REVISE THE AMOUNT OF THE CONTRACT FOR THE MLK, JR. BLVD. IMPROVEMENTS PROJECT

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute an agreement with Burk-Kleinpeter, Inc. to revise the amount of the contract for the MLK, Jr. Blvd. Improvements project; and,

WHEREAS, the current amount of the MLK, Jr. Blvd. Improvements contract is \$771,111.00, and the revised amount will add \$103,404.00 to the contract; and,

WHEREAS, upon execution of this agreement, the fiscal impact for the City will be \$103,404.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute an agreement with Burk-Kleinpeter, Inc. to revise the amount of the contract for the MLK, Jr. Blvd. Improvements project in the amount of \$103,404.00.

RESOLVED AND DONE THIS 7th DAY OF March 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY:

Jeff Hogg, Its President

Glenda D. Webb
City Administrator

Reading: March 7, 2022
Motion:
Second:

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PE

VICE PRESIDENT
CRAIG P. WILLIAMS, PE

WILLIAM R. BURK, JR. 1912-1986
GEORGE C. KLEINPETER, JR. 1937-2018

BURK-KLEINPETER, INC.

ENGINEERING PLANNING ENVIRONMENTAL

2900 8TH STREET
TUSCALOOSA, AL 35401
TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM

CHIEF EXECUTIVE OFFICER
J. W. "BILL" GIARDINA, JR., PE

PRESIDENT
MICHAEL D. CHOPIN, PE

CORPORATE SECRETARY
BRUCE L. BADON, AICP



OVER 100 YEARS OF SERVICE

January 14, 2022

Ms. Tera Tubbs, PE
City of Northport Engineer
3500 McFarland Blvd.
Northport, AL 35476

Re: Project No. STPOA-6317(250)
Martin Luther King Jr Boulevard from Bridge Avenue to US-82
Bridge Replacement and Approaches on MLK over Two-Mile Creek

Dear Ms. Tubbs:

Thank you for considering BKI for this project. We have enjoyed working with you in the past and hope to continue that relationship in the future.

As requested, we are providing man-days for professional design services for the Martin Luther King, Jr. Boulevard bridge replacement over Two-Mile Creek. This project consists of the demolition of the existing substandard bridge over Two-Mile Creek and constructing in the same general area a 180' 3-span AASHTO girder bridge. The project also includes approximately 1500' of roadway reconstruction from Redbird Lane to a point approximately 200' west of Valley Hills Drive. Much of the design has been completed as a part of the MLK Jr. Blvd. Improvements project. This fee proposal will include the design necessary to modify the roadway design to tie to existing MLK, adding and revising plan sheets necessary for bidding and constructing the project separately, and coordination with ALDOT through their plan review process.

In addition to the scope outlined above, several sheets in the current plan set for the MLK Jr. Blvd. Improvements project will need to be revised to remove the portion of the work to be done as part of the bridge replacement project. A separate ALDOT man-day form is being submitted for this work.

Fee Proposal Summary

Improvements to MLK Jr. Blvd. (Revision of Current Roadway Plan Set)\$39,525

Bridge Replacement and Approaches (New Plan Set)\$63,879

This agreement represents the entire understanding between BKI and the City of Northport. If it meets your satisfaction and understanding of our agreement, please sign in acceptance. Once again, thank you for the opportunity to work with the City of Northport. As always, we are looking forward to working with you on this project.



NEW ORLEANS • MANDEVILLE • METAIRIE • SHREVEPORT • TUSCALOOSA



OVER 100 YEARS OF SERVICE

Sincerely,

BURK-KLEINPETER, INC.

Clay B. Randolph, PE
Associate

Accepted this ____ day of _____, 2022.
City of Northport

By: _____
Glenda D. Webb
City Administrator

BURK-KLEINPETER, INC.

Craig P. Williams, PE
Vice President



NEW ORLEANS • MANDEVILLE • METAIRIE • SHREVEPORT • TUSCALOOSA

Project No.	STPOA 6317 ()
County	Tuscaloosa
Description	Improvements to MLK Blvd in Northport
Scope of Work	Grade, Drain, Base, Pave, Lighting
Project Length	1.50 Miles
Consultant	Burk-Kleinpeter, Inc.

GRAND TOTAL OF FEE PROPOSAL

Corridor Study	\$0
Field Surveys	\$0
Preliminary Roadway Plans	\$0
Preliminary Bridge Plans	\$0
Right-of-Way Map, Tract Sketches and Deeds	\$0
Roadway Plans	\$39,525
Bridge Plans	\$0
GRAND TOTAL FEE	\$39,525

Combined overhead rate (%) >>>>>>>>>>>>	189.48
---	--------

Facilities Capital Cost of Money (if used) >>>>> 0.352

LABOR RATES

Classification	Daily Rate
Project Manager	\$480.00
Engineer	\$360.00
Environmental	\$0.00
Engineering Technician/CADD	\$320.00
Environmental Technician	\$0.00
Clerical	\$240.00
PLS	\$0.00
Survey Crew	\$0.00

**Certification of Out-of-Pocket Expenses:

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

May B. Randolph

Signed

1/14/2022

Date _____

Associate

Position/Title

Project Number <u>STPOA 6317 ()</u>		CPMS # _____			
County <u>Tuscaloosa</u>					
Description <u>Improvements to MLK Blvd in Northport</u>					
Scope of work <u>Grade, Drain, Base, Pave, Lighting</u>					
Length <u>1.50</u> miles					
Consultant <u>Burk-Kleinpeter, Inc.</u>					

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET (<i>Revision</i>)	1.00	0.06	0.06	0.10	0.10
INDEX SHEET (<i>Revision</i>)	3.00	0.06	0.18	0.10	0.30
GEOMETRIC LAYOUT/SURVEY CONTROL (<i>Revision</i>)	4.00	0.06	0.24	0.25	1.00
PROJECT NOTE SHEET (Project)					
PROJECT NOTE SHEET (TCP)					
PROJECT NOTE SHEET (Signage)					
PROJECT NOTE SHEET (Signals)					
PROJECT NOTE SHEET (ITS)					
PROJECT NOTE SHEET (Lighting)					
PROJECT NOTE SHEET (Traffic Loops)					
PLANS LEGEND & ABBREVIATIONS					
TYPICAL SECTIONS					
Main Roadway (<i>Revision</i>)	3.00	0.10	0.30	0.25	0.75
Cross Roads (<i>Revision</i>)	0.75	0.10	0.08	0.25	0.19
Detour & Misc.					
Ramps					
Ditches					
SUMMARY SHEET					
Main Summary (<i>Revision</i>)	1.00	0.25	0.25	0.75	0.75
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert) (<i>Revision</i>)	0.75	0.10	0.08	0.25	0.19
Culvert Extension, New Culvert					
Bridge Culvert Extension, New Bridge Culvert					
Guardrail/End Anchors					
Slope Paving (Under Bridges)					
Side Drain Pipe					
Signing					
Base & Pavement					
Bridge					
Striping & Pavement Markings (<i>Revision</i>)	0.15	0.10	0.02	0.25	0.04
Curb & Gutter					
Bridge End Slabs					
Roadway Lighting (<i>Revision</i>)	0.15	0.10	0.02	0.25	0.04
Signals					
ITS					
Sidewalk					
Slope Paving (Ditches)/Ditch Summary					
Concrete Safety Barrier					
Retaining Wall					
Misc. Boxes (<i>Revision</i>)	0.15	0.10	0.02	0.25	0.04
Erosion Control (<i>Revision</i>)	0.15	0.10	0.02	0.25	0.04
Removal Items (<i>Revision</i>)	0.15	0.10	0.02	0.25	0.04
Utility Relocation					
PLAN & PROFILE					
Main Roadway (<i>Revision</i>)	6.00	0.15	0.90	0.50	3.00
Crossroads (<i>Revision</i>)	0.42	0.15	0.06	0.50	0.21
Detours					
Retaining Walls					

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT (includes striping)					
Main Roadway (Revision)	4.00	0.10	0.40	0.25	1.00
Crossroads (Revision)	1.00	0.10	0.10	0.25	0.25
Intersections					
INTERCHANGES					
Geometrics					
Ramps Profiles					
Site Grading					
Cross Sections					
Signing					
Ramp Gore Details					
TRAFFIC CONTROL					
Sequence of Construction (Revision)	0.50	0.10	0.05	0.25	0.13
Summary & Items (Revision)	0.50	0.10	0.05	0.25	0.13
Typical Section Sketches					
Layout Sheets (signs, devices, shifts, etc.) (Revision)	2.00	0.10	0.20	0.50	1.00
Special Drawings					
SIGNING					
Sign Layout					
Sign X-Section					
Sign Panel Details					
Soils Data Sheets (provided by ALDOT)					
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)					
Traffic Counts (1 per site)					
Signal Warrant Analysis (1 per site)					
Soils Data Sheets (provided by ALDOT)					
ITS					
Systems Engineering					
Special Study					
Legend					
Special Details					
ITS Layouts					
Optical Fiber Splice Charts					
Fiber - Cable Routing Diagram					
Specifications					
LIGHTING					
Plan Layout (Revision)	6.00	0.25	1.50	0.75	4.50
Demo Plans					
Special Details (Revision)	1.00	0.15	0.15	0.75	0.75
Soils & Passive Pressure (provided by ALDOT)					

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile) (Revision)	6.00	0.10	0.60	0.25	1.50
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations (Revision)	6.00	0.10	0.60	0.25	1.50
Hydraulic Data Sheet (Revision)	1.00	0.06	0.06	0.25	0.25
Details (Revision)	1.00	0.06	0.06	0.25	0.25
SOIL SHEETS					
Soil Boring Logs					
Soil Profile					
EROSION CONTROL					
Legend & Sequence					
Phased Sheets (Phase I) (Revision)	3.00	0.15	0.45	0.25	0.75
Phased Sheets (Phase II) (Revision)	3.00	0.15	0.45	0.25	0.75
Phased Sheets (Phase III) (Revision)	3.00	0.15	0.45	0.25	0.75
CBMPP & NOI	1.00	2.00	2.00	1.00	1.00
ROADWAY CROSS SECTIONS					
Main Roadway (Revision)	2.00	0.25	0.50	0.50	1.00
Crossroads					
Earthwork Balancing (Revision)	2.00	0.50	1.00	0.50	1.00
REVIEW COMMENTS					
PS&E Inspection			0.00		0.00
Final Backcheck			0.00		0.00
Construction			0.00		0.00
Cost Estimates			0.00		0.00
Design Hearing			0.00		0.00
SUB-TOTAL	63.67		10.87		23.20
10% Supervision			1.09		
TOTALS	63.67		10.87		23.20

Project No. STPOA 6317 ()			
County Tuscaloosa			
Description Improvements to MLK Blvd in Northport			
Scope of Work Grade, Drain, Base, Pave, Lighting			
Project Length 1.50 Miles			
Consultant Burk-Kleinpeter, Inc.			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days	x	Daily Rate
Project Manager (10% of Eng.)	1.09	\$	480.00 \$ 523.20
Engineer	10.87	\$	360.00 \$ 3,913.20
Engineering Technician/CADD	23.20	\$	320.00 \$ 7,424.00
Clerical	0.00	\$	240.00 \$ -
Total Direct Labor			\$ 11,860.40
Combined Overhead (%)	189.48		\$ 22,473.09
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 34,333.49
Operating Margin (15%)			\$ 5,150.02
Sub-Total			\$ 39,483.51
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ 39,483.51
Facilities Capital Cost of Money (% of Direct Labor)	0.35	\$	41.51
TOTAL FEE			\$ 39,525.02

**See Grand Total Fee sheet

Project No. STPOA 6317 () County Tuscaloosa Description Improvements to MLK Blvd in Northport Scope of Work Grade, Drain, Base, Pave, Lighting Project Length 1.50 Miles Consultant Burk-Kleinpeter, Inc.				
Out-of-pocket Expenses (Roadway Plans)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Site visit	0	10	\$0.575	\$ -
ALDOT Reviews (Tuscaloosa Area Office)	0	14	\$0.575	\$ -
	0	0	\$0.575	\$ -
	0	0	\$0.575	\$ -
Total Mileage Cost				\$ -
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
30% Submittal	0	63.67	0	\$ 0.50
PIH Submittal	0	63.67	0	\$ 0.50
PS&E, FBC & Construction Submittal	0	63.67	0	\$ 0.50
Office Engineer Submittal	0	63.67	0	\$ 3.00
	0	0	0	\$ -
	0	0	0	\$ -
Total Printing/Reproduction Cost				\$ -
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
				\$ -
Other (provide description on next line)				Total
				\$ -
Total Out-of-pocket Expenses				\$ -
Comments:				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No.	STPOA 6317 ()
County	Tuscaloosa
Description	Bridge Replacement and Approaches on MLK in Northport
Scope of Work	Grade, Drain, Base, Pave, Bridge, Lighting
Project Length	0.24 Miles
Consultant	Burk-Kleinpeter, Inc.
GRAND TOTAL OF FEE PROPOSAL	
Corridor Study	\$0
Field Surveys	\$0
Preliminary Roadway Plans	\$0
Preliminary Bridge Plans	\$0
Right-of-Way Map, Tract Sketches and Deeds	\$0
Roadway Plans	\$58,565
Bridge Plans	\$5,314
GRAND TOTAL FEE	\$63,879

Combined overhead rate (%) >>>>>>>>>>>> 189.48

Facilities Capital Cost of Money (if used) >>>>> 0.352

LABOR RATES

Classification	Daily Rate
Project Manager	\$480.00
Engineer	\$360.00
Environmental	\$0.00
Engineering Technician/CADD	\$320.00
Environmental Technician	\$0.00
Clerical	\$240.00
PLS	\$0.00
Survey Crew	\$0.00

****Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Signed

1/14/2022

Date

Associate

Position/Title

Project Number STPOA 6317 ()		CPMS # _____			
County Tuscaloosa					
Description Bridge Replacement and Approaches on MLK in Northport					
Scope of work Grade, Drain, Base, Pave, Bridge, Lighting					
Length 0.24 miles					
Consultant Burk-Kleinpeter, Inc.					

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.10	0.10	0.25	0.25
INDEX SHEET	1.00	0.10	0.10	0.25	0.25
GEOMETRIC LAYOUT/SURVEY CONTROL	1.00	0.10	0.10	0.75	0.75
PROJECT NOTE SHEET (Project)	1.00	0.10	0.10	0.50	0.50
PROJECT NOTE SHEET (TCP)	1.00	0.10	0.10	0.50	0.50
PROJECT NOTE SHEET (Signage)					
PROJECT NOTE SHEET (Signals)					
PROJECT NOTE SHEET (ITS)					
PROJECT NOTE SHEET (Lighting)	1.00	0.10	0.10	0.50	0.50
PROJECT NOTE SHEET (Traffic Loops)					
PLANS LEGEND & ABBREVIATIONS	1.00	0.10	0.10	0.25	0.25
TYPICAL SECTIONS					
Main Roadway (Revision)	1.00	0.10	0.10	0.25	0.25
Cross Roads (Revision)	0.50	0.10	0.05	0.25	0.13
Detour & Misc.					
Ramps					
Ditches					
SUMMARY SHEET					
Main Summary (Revision)	2.00	0.10	0.20	0.50	1.00
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	0.25	0.25	0.06	0.50	0.13
Culvert Extension, New Culvert					
Bridge Culvert Extension, New Bridge Culvert					
Guardrail/End Anchors	0.25	0.25	0.06	0.50	0.13
Slope Paving (Under Bridges)					
Side Drain Pipe	0.25	0.25	0.06	0.50	0.13
Signing					
Base & Pavement					
Bridge					
Striping & Pavement Markings	0.25	0.25	0.06	0.50	0.13
Curb & Gutter					
Bridge End Slabs					
Roadway Lighting	0.25	0.25	0.06	0.50	0.13
Signals					
ITS					
Sidewalk					
Slope Paving (Ditches)/Ditch Summary					
Concrete Safety Barrier					
Retaining Wall					
Misc. Boxes	0.25	0.25	0.06	0.50	0.13
Erosion Control	0.25	0.25	0.06	0.50	0.13
Removal Items	0.25	0.25	0.06	0.50	0.13
Utility Relocation					
PLAN & PROFILE					
Main Roadway (Revision)	3.00	0.15	0.45	0.50	1.50
Crossroads (Revision)	1.00	0.15	0.15	0.50	0.50
Detours					
Retaining Walls					

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT (includes striping)					
Main Roadway (Revision)	1.50	0.10	0.15	0.25	0.38
Crossroads (Revision)	1.00	0.10	0.10	0.25	0.25
Intersections					
INTERCHANGES					
Geometrics					
Ramps Profiles					
Site Grading					
Cross Sections					
Signing					
Ramp Gore Details					
TRAFFIC CONTROL					
Sequence of Construction	0.50	0.50	0.25	0.50	0.25
Summary & Items	0.50	0.25	0.13	0.50	0.25
Typical Section Sketches					
Layout Sheets (signs, devices, shifts, etc.) (Revision)	1.00	0.25	0.25	1.00	1.00
Special Drawings					
SIGNING					
Sign Layout					
Sign X-Section					
Sign Panel Details					
Soils Data Sheets (provided by ALDOT)					
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)					
Traffic Counts (1 per site)					
Signal Warrant Analysis (1 per site)					
Soils Data Sheets (provided by ALDOT)					
ITS					
Systems Engineering					
Special Study					
Legend					
Special Details					
ITS Layouts					
Optical Fiber Splice Charts					
Fiber - Cable Routing Diagram					
Specifications					
LIGHTING					
Plan Layout (Revision)	3.00	0.25	0.75	0.75	2.25
Demo Plans					
Special Details (Revision)	1.00	0.15	0.15	0.75	0.75
Soils & Passive Pressure (provided by ALDOT) (Revision)	2.00	0.00	0.00	0.25	0.50

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile) (Revision)	3.00	0.15	0.45	0.25	0.75
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations (Revision)	6.00	0.10	0.60	0.25	1.50
Hydraulic Data Sheet (Revision)	1.00	0.06	0.06	0.25	0.25
Details (Revision)	1.00	0.06	0.06	0.25	0.25
SOIL SHEETS					
Soil Boring Logs					
Soil Profile					
EROSION CONTROL					
Legend & Sequence	1.00	0.10	0.10	0.50	0.50
Phased Sheets (Phase I) (Revision)	3.00	0.15	0.45	0.25	0.75
Phased Sheets (Phase II) (Revision)	3.00	0.15	0.45	0.25	0.75
Phased Sheets (Phase III) (Revision)	3.00	0.15	0.45	0.25	0.75
CBMPP & NOI	1.00	2.00	2.00	1.00	1.00
ROADWAY CROSS SECTIONS					
Main Roadway (Revision)	2.00	0.25	0.50	0.50	1.00
Crossroads (Revision)	3.00	0.75	2.25	0.50	1.50
Earthwork Balancing	2.00	0.50	1.00	0.50	1.00
REVIEW COMMENTS					
PS&E Inspection			2.00		2.00
Final Backcheck			1.00		1.00
Construction			1.00		1.00
Cost Estimates			1.00		0.00
Design Hearing			0.00		0.00
SUB-TOTAL	56.00		17.28		27.05
10% Supervision			1.73		
TOTALS	56.00		17.28		27.05

Project No. STPOA 6317 ()			
County Tuscaloosa			
Description Bridge Replacement and Approaches on MLK in Northport			
Scope of Work Grade, Drain, Base, Pave, Bridge, Lighting			
Project Length 0.24 Miles			
Consultant Burk-Kleinpeter, Inc.			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days	x	Daily Rate
Project Manager (10% of Eng.)	1.73	\$	480.00 \$ 830.40
Engineer	17.28	\$	360.00 \$ 6,220.80
Engineering Technician/CADD	27.05	\$	320.00 \$ 8,656.00
Clerical	6.00	\$	240.00 \$ 1,440.00
Total Direct Labor			\$ 17,147.20
Combined Overhead (%)	189.48	\$	32,490.51
Out-of-Pocket Expenses**		\$	1,236.05
Sub-Total			\$ 50,873.76
Operating Margin (15%)			\$ 7,631.06
Sub-Total			\$ 58,504.82
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ 58,504.82
Facilities Capital Cost of Money (% of Direct Labor)	0.35	\$	60.02
TOTAL FEE			\$ 58,564.84

**See Grand Total Fee sheet

Project No. STPOA 6317 () County Tuscaloosa Description Bridge Replacement and Approaches on MLK in Northport Scope of Work Grade, Drain, Base, Pave, Bridge, Lighting Project Length 0.24 Miles Consultant Burk-Kleinpeter, Inc.					
Out-of-pocket Expenses (Roadway Plans)					
TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
Site visit	0	0	\$0.575	\$ -	
ALDOT Reviews (Tuscaloosa Area Office)	1	14	\$0.575	\$ 8.05	
	0	0	\$0.575	\$ -	
	0	0	\$0.575	\$ -	
Total Mileage Cost				\$ 8.05	
Subsistence Cost	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -	
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)***	0	0	\$75.00	\$ -	
				\$ -	
Total Subsistence Cost				\$ -	
Total Travel Cost				\$ 8.05	
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
30% Submittal	0	56.00	0	\$ 0.50	\$ -
PIH Submittal	0	56.00	0	\$ 0.50	\$ -
PS&E, FBC & Construction Submittal	20	56.00	1120	\$ 0.50	\$ 560.00
Office Engineer Submittal	1	56.00	56	\$ 3.00	\$ 168.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 728.00
Communication Cost (telephone, fax, etc.)					Total
					\$ -
Postage Cost (overnight, stamps, etc.)					Total
					\$ 500.00
Other (provide description on next line)					Total
					\$ -
Total Out-of-pocket Expenses					\$ 1,236.05
Comments:					

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

FEE COMPUTATIONS FOR PREPARING BRIDGE DESIGN & PLANS

Consultant: **Burk-Kleinpeter, Inc.**

Submittal Date:

10/29/2021

PROJECT NO: STPOA 6317 ()

DESCRIPTION: Bridge Replacement and Approaches on MLK in Northport

COUNTY: Tuscaloosa

SHEET TITLE	NO. OF SHEETS	CONSULTANT ESTIMATED MANDAYS		TOTAL DAYS	TOTAL DAYS
		ENGR. days/sheet	TECH. days/sheet		
Preliminary Bridge Layout	0	0	0	0	0
Index, Notes, Quantities, & Required	1	0	0	0	0
Bridge General Plan & Elevation	1	0.25	0.25	0.25	0.25
SUBTOTAL	2			0.25	0.25
BRIDGE SUPERSTRUCTURE DESIGN & DETAIL					
Span Details	2	0.25	0.375	0.5	0.75
Girder Details	2	0	0	0	0
Bearings, Diaphragms, Miscellaneous Details	3	0.25	0.5	0.75	1.5
SUBTOTAL per SPAN	7			1.25	2.25
Number of individual spans/girders requiring design and detail	1				
SUBTOTAL	7			1.25	2.25
Will bridge be in vertical curve or superelevation/transition? Enter "y" for yes, enter "n" for no	y				
Incremental (1/10 point) Elevations (when required)	1	0	0	0	0
BRIDGE SUBSTRUCTURE DESIGN & DETAIL					
Abutment Details	1.5	0	0	0	0
Number of individual abutments requiring design and detail	2				
SUBTOTAL	3			0	0
Bent Details	1.5	0	0	0	0
Number of individual bents requiring design and detail	2				
SUBTOTAL	3			0	0
Complexity Effort - (entered as mandays) additional effort required due to complexity of design such as skew, horiz. and vertical curve					
SHOP DRAWING REVIEW					
Prestressed Girders			0		
TOTALS - Total # Shts	15	Engr. Days	1.5	Tech. Days	2.5

FEE COMPUTATIONS FOR BRIDGE PLANS

Consultant: **Burk-Kleinpeter, Inc.**

PROJECT NO:

STPOA 6317 ()

DESCRIPTION:

Bridge Replacement and Approaches on MLK in Northport

COUNTY:

Tuscaloosa

EMPLOYEE WAGES:

Project Manager (10% of Engineer)

>>>>>>>>

0.15

Days

\$480.00

per Day

=

\$72.00

Engineer

1.50

Days

x

\$360.00

per Day

=

\$540.00

Technician

2.50

Days

x

\$320.00

per Day

=

\$800.00

TOTAL DIRECT LABOR

\$1,412.00

Combined Overhead (%) >>>>>

189.48 %

x

\$1,412.00

=

\$2,675.46

SUBTOTAL COSTS

=

\$4,087.46

Out-of-pocket expense**

=

\$533.00

PROFIT (15%)

=

\$693.07

TOTAL BRIDGE FEE

=

\$5,313.53

**See Grand Total Fee sheet

Project No. STPOA 6317 () County Tuscaloosa Description Bridge Replacement and Approaches on MLK in Northport Scope of Work Grade, Drain, Base, Pave, Bridge, Lighting Project Length 0.24 Miles Consultant Burk-Kleinpeter, Inc.					
Out-of-pocket Expenses (Bridge Plans)					
TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
	0	0	\$0.575	\$	-
	0	0	\$0.575	\$	-
	0	0	\$0.575	\$	-
	0	0	\$0.575	\$	-
Total Mileage Cost				\$	-
Subsistence Cost	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$	-
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$	-
Travel allowance (12 hour trips)	0	0	\$30.00	\$	-
Travel allowance (overnight)***	0	0	\$75.00	\$	-
				\$	-
Total Subsistence Cost				\$	-
Total Travel Cost				\$	-
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0.00	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Construction & Final bridge submittal	4	15	60	\$ 0.50	\$ 30.00
OE Submittal	1	1	1	\$ 3.00	\$ 3.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 33.00
Communication Cost (telephone, fax, etc.)					Total
					\$ -
Postage Cost (overnight, stamps, etc.)					Total
					\$ 500.00
Other (provide description on next line)					Total
					\$ -
Total Out-of-pocket Expenses					\$ 533.00
Comments:					

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

WEST CENTRAL REGION
204 Marina Drive, Suite 100
Tuscaloosa, AL 35406
Telephone: 205-562-3099
Fax: 205-409-8960



John R. Cooper
Transportation Director

February 24, 2022

Tera Tubbs
City Engineer
3500 McFarland Blvd.
Northport, AL 35476

Re: Fee Proposals
Project No. STPOA-6317(250)
Martin Luther King Boulevard from Snows Mill Avenue to SR-69,
Add Turn Lanes, Realignment of Intersections, Sidewalks, and Lighting
Project No. STPOA-6322()
Replace BIN 012143 on CR-47 (Martin Luther King Blvd) over Two-mile Creek from
Red Bird Drive to Part Court
Tuscaloosa County

Dear Mrs. Tubbs,

Reference is made to the letter dated, January 14, 2022 by Burk-Kleinpeter, Inc, in which a man-day and fee proposal was transmitted for work on the above-referenced projects. The fee proposal of \$63,879 to generate a separate plan set for the bridge replacement project is approved as submitted. The supplemental fee proposal of \$39,525 for the revisions to the original plan set is also approved as submitted.

The overhead rate and operating margin will be as previously approved by the Bureau of Finance and Audits, External Audit Section.

The City of Northport may proceed with the agreement with Burk-Kleinpeter, Inc. Please let me know if you have any questions.

Sincerely,

James D. Brown, P.E.
West Central Region Engineer

/kba
attachments
cc: File

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8 b 14

MEETING DATE: March 7, 2022

SUBJECT: Resolution Adopting the City of Northport Northern Bicycle and Pedestrian Master Plan

Consent Agenda X

Action Agenda X

Public Hearing

First Reading

Second Reading

Other

Prepared By: Ne'Kenja Boyd

Approved By: Tera Tubbs

JBm

Summary: On November 15, 2021, the City Council approved a professional services contract with TTL, Inc. for The City of Northport Northern Bicycle and Pedestrian Master Plan by Resolution 21-173. The plan has been completed and was presented at a public involvement meeting on February 15, 2022. The Engineering Department is requesting that the City Council adopt The City of Northport Northern Bicycle and Pedestrian Master Plan. Adoption of this master plan will have no fiscal impact on the City.

Alternatives: Deny the request.

Recommendation: It is recommended that this request be approved.

Fiscal Impact: Expense Code: N/A Amount: \$0
Finance Director Approval N/A City Administrator Approval *GDW*

Motion for Consideration: I move that the City Council adopt The City of Northport Northern Bicycle and Pedestrian Master Plan.

RESOLUTION NO. 22-

**RESOLUTION ADOPTING THE CITY OF NORTHPORT NORTHERN BICYCLE
AND PEDESTRIAN MASTER PLAN**

WHEREAS, on November 15, 2021, The City of Northport Northern Bicycle and Pedestrian Master Plan was approved by the City Council by Resolution 21-173; and,

WHEREAS, the plan has been completed and was presented at a public involvement meeting on February 15, 2022. The Engineering department is requesting that the City Council adopt The City of Northport Northern Bicycle and Pedestrian Master Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Council has hereby adopted The City of Northport Northern Bicycle and Pedestrian Master Plan.

RESOLVED AND DONE THIS 7th DAY OF March 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: March 7, 2022

Motion:

Second:

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8 (b) 15

MEETING DATE: March 7, 2022

SUBJECT: Resolution Authorizing Water Service Outside of the City Limits at 15205 Bethabara Road

Consent Agenda	Action Agenda	X	Public Hearing
----------------	---------------	---	----------------

First Reading	Second Reading	Other
---------------	----------------	-------

Prepared By: Allison Martin

Approved By: Ron Davis

Summary: Mrs. Terri Booth is building a house at 15205 Bethabara Road, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and, also outside of the planning jurisdiction. They are requesting city water service. The Municipal Code allows this with the unanimous consent of the city council. The staff recommends this access be allowed. Per city code this requires a unanimous vote of city council. All costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if in the future the property can be annexed that the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point.

Alternatives: Deny

Recommendation: Approve the attached resolution authorizing water service outside of the city limits.

Fiscal Impact: N/A City Administrator Approval



Motion for Consideration: I move the adoption of a resolution authorizing water service outside of the city limits to be provided to Ms. Terri Booth for property located at 15205 Bethabara Road, pursuant to the conditions in the resolution.

RESOLUTION NO. 22-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS FOR PROPERTY
LOCATED AT 15205 BETHABARA ROAD**

WHEREAS, Mrs. Terri Booth, is constructing a home at 15205 Bethabara Road, Northport, AL, and has requested that they be allowed to obtain water from the City of Northport for this residence; and

WHEREAS, Mrs. Booth cannot presently annex into the city because this property is not contiguous with the current Northport city limits; and

WHEREAS, the city staff recommends this application be granted with the conditions contained in this resolution.

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

- 1) As allowed by Northport Municipal Code Section 74-237, the City Council hereby unanimously agrees to provide water service to the residence located at 15205 Bethabara Road, Northport, AL, by unanimous vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, that the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.

RESOLVED AND DONE THIS 7th DAY OF MARCH, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: March 7, 2022
Motion By:
Second By:

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8 (b) 16

MEETING DATE: March 7, 2022

SUBJECT: Resolution Authorizing Water Service Outside of the City Limits at 14120 Bone Camp Road

Consent Agenda	Action Agenda X	Public Hearing
----------------	------------------------	----------------

First Reading	Second Reading	Other
---------------	----------------	-------

Prepared By: Allison Martin

Approved By: Ron Davis

Summary: Mr. Shoemaker who lives at 14120 Bone Camp Road is currently on a private well, and they are requesting city water. This address cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and, also outside of the planning jurisdiction. The Municipal Code allows this with the unanimous consent of the city council. The staff recommends this access be allowed. Per city code this requires a unanimous vote of city council. All costs of this connection would be paid by the applicant and not by the city. In addition, we are adding the requirement that if in the future the property can be annexed that the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point.

Alternatives: Deny

Recommendation: Approve the attached resolution authorizing water service outside of the city limits.

Fiscal Impact: N/A City Administrator Approval:



Motion for Consideration: I move the adoption of a resolution authorizing water service outside of the city limits to be provided to Mr. Robert Shoemaker for property located at 14120 Bone Camp Road, pursuant to the conditions in the resolution.

RESOLUTION NO. 22-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS FOR PROPERTY
LOCATED AT 14120 BONE CAMP ROAD**

WHEREAS, Mr. Robert Shoemaker, who resides at 14120 Bone Camp Road, Northport, AL, is currently on a private well, and has requested that they be allowed to obtain water from the City of Northport for this residence; and

WHEREAS, Mr. Shoemaker cannot presently annex into the city because this property is not contiguous with the current Northport city limits; and

WHEREAS, the city staff recommends this application be granted with the conditions contained in this resolution.

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

- 1) As allowed by Northport Municipal Code Section 74-237, the City Council hereby unanimously agrees to provide water service to the residence located at 14120 Bone Camp Road, Northport, AL, by unanimous vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, that the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.

RESOLVED AND DONE THIS 7th DAY OF MARCH, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: March 7, 2022
Motion By:
Second By:

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8 b 17

MEETING DATE: March 7, 2022

SUBJECT: Resolution Authorizing the City Administrator to Execute Change Order #1 to John Plott Company, Inc. for the City Hall Sinkhole Repair

Consent Agenda X

Action Agenda X

Public Hearing

First Reading

Second Reading

Other

Prepared By: Ne'Kenja Boyd

Approved By: Tera Tubbs

JBm

Summary: The Engineering Department is requesting that the City Council authorize the City Administrator to execute change order #1 to John Plott Company, Inc. for the City Hall sinkhole repair. The amount of the requested change order is \$46,943.00. The change order request is attached.

Alternatives: Deny the request.

Recommendation: It is recommended that this request be approved.

Fiscal Impact: Expense Code: 01-45-000-54302 Amount: \$46,943.00

Finance Director Approval *CPM*

City Administrator Approval *GDW*

Motion for Consideration: I move that the Council authorize the City Administrator to execute change order #1 to John Plott Company, Inc. for the City Hall sinkhole repair.

RESOLUTION NO 22-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
CHANGE ORDER #1 TO JOHN PLOTT COMPANY, INC. FOR THE CITY HALL
SINKHOLE REPAIR**

WHEREAS, Duncan-Coker Associates has submitted a change order request on behalf of John Plott Company, Inc. for the City Hall sinkhole repair; and,

WHEREAS, the total change order amount to be paid by the City of Northport is \$46,943.00; and,

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute the change order request in the amount of \$46,943.00.

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

- 1) That the City Administrator be authorized to execute change order #1 in the amount of \$46,943.00 to John Plott Company, Inc. for the City Hall sinkhole repair,
- 2) Upon execution of the agreement by both parties, that a copy of such change order #1 be kept on file by the office of the City Administrator.
- 3) That the City Administrator be authorized to execute any necessary documents and requisitions pertaining to said change order #1.

RESOLVED AND DONE THIS 7th day of March 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: March 7, 2022
Motion By:
Second By:

CONTRACT CHANGE ORDER NO. 1

City of Northport, Office of the City Attorney

DATE: February 10, 2022 PROJECT: Northport City Hall Sinkhole repair Project

FILE NO.: _____ ENGINEERING PROJECT NO.: _____

TO: John Plott 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:

Emergency repairs to the existing 12" watermain adjacent to storm drainage structure
#1-1. Repairs are necessary to correct misaligned/ leaking pipe.

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	\$ 993,753.61
LESS CONTINGENCY/ALLOWANCE	\$
NET ORIGINAL CONTRACT PRICE	\$ 993,753.61
Net total of previous Change Orders	\$
Previous revised Contract Price	\$ 993,753.61
This Change Order No. <u>1</u> ☒ Add ☐ Deduct	\$ 46,943.00
Revised Contract Price this date	\$ 1,040,696.61

Extension of time resulting from this Change Order three (3) (Indicate number of calendar days).

The amount of this Change Order will be the responsibility of City of Northport

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

WESTERN SURETY COMPANY
(Company)

By: Robert B. Plott

RECOMMENDED

By: _____
Duncan Coker Associates, P.C.
(Design Engineer or Architect)

CONTRACTING PARTIES

John Plott Company, Inc.

(Contractor)

By: Tim Gilman
(Authorized Representative)

CITY OF NORTHPORT

By: _____
(City Administrator)

CHANGE ORDER REQUEST

CITY OF NORTHPORT
OFFICE OF THE CITY ATTORNEY

OWNER:

CITY OF NORTHPORT

ARCHITECT/ENGINEER: Duncan Coker Associates, P.C.

CONTRACTOR: John Plott Company, Inc.

PROJECT: Northport City Hall Sinkhole Repair Project

FILE NO.: ENGINEERING PROJECT NO.:

CHANGE ORDER REQUEST NO. 1

DATE: February 10, 2022

1. DESCRIPTION OF CHANGE: Emergency repairs to the existing 12" watermain adjacent to storm structure #1-1. Repairs are necessary to correct misaligned/ leaking pipe.

2. CHANGE ORDER COSTS: \$46,943.00 (See attached proposal)

Proposal Attached 1

*Cost Estimated/Proposal Required

Item	Quantity	Material Unit Price	Labor (Hours)	Labor Unit Price	Sub-Total Cost
a.					
b.					
c.					
d.					
e.					
f *					
TOTAL:					

*If more than 6 items, provide attachments.

3. INSTITUTED BY: Duncan Coker Associates, P.C.

4. JUSTIFICATION OF NEED: Repairs are necessary to correct misaligned/ damaged pipe that will become completely severed if not repaired immediately.

5. JUSTIFICATION OF CHANGE ORDER VERSUS QUOTE GIVEN: N/A

6. COSTS REVIEW: Duncan Coker Associates, P.C. has received the contractor's pricing breakdown and is in agreement with the proposal.

7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

- ☒ Minor change of a total monetary value less than required for competitive bidding.
- ☐ Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
- ☐ Emergencies arising during the course of work.
- ☐ Change or alternates provided for in the original quote where there is no difference in price of the Change Order from the original best quote on the Alternate.
- ☐ Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.

8. EXTENSION OF TIME REQUESTED Calendar Days: three (3)

RECOMMENDED:

BY: _____
Northports's Consulting Engineer/Architect

BY: _____
City Representative

APPROVED:

BY: 
Contractor

BY: _____
Owner's Legal Advisor

BY: _____
Owner's Authorized Representative



February 10, 2022

Jimmy Duncan
Duncan Coker Associates
302 Merchants Walk, Suite 250
Tuscaloosa, AL 35406

Re: 12" Water Repair

Attn: Jimmy Duncan

Please see below our pricing for 80ft section replacement of the 12" Water Main located south of the sinkhole project. The subject repairs are necessary to correct a misaligned/leaking water main. The proposal also includes the 12" bell repair clamp and MJ bell restraints installed on 2/8/22. Our proposal is based off drawing provided by Duncan Coker Associates and our scope of work below.

Total Pricing:

\$46,943.00

Scope:

1. Installation of (2ea) 12" Valve into existing line
2. Thrust Restraint for 12" Valves
3. Removal & Replacement of 12" Water Line (80ft)
4. Overtime/Weekend Labor Rates for Sunday Work

Sincerely,

John Plott Company

A handwritten signature in dark ink, appearing to read 'Tim Gilliam', is written over the printed name.

Tim Gilliam
Vice President

P.O. Box 20153
Tuscaloosa, AL 35402

Phone: 205-756-1111
Fax: 205-756-1112

Website: www.johnplott.com
Email: info@johnplott.com

General Contractors

**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 8 (b) 18

MEETING DATE: March 7, 2022

SUBJECT: Resolution authorizing a voting delegate and a 1st alternate voting delegate at the 2022 Annual Convention of the Alabama League of Municipalities

Consent Agenda	Action Agenda X	Public Hearing
First Reading	Second Reading	Other X
Prepared By: W.DuBose		Approved By: G.Webb

Summary: This resolution approves a designated voting delegate and a 1st alternate voting delegate to represent the City of Northport at the 2022 Alabama League of Municipalities Annual Convention to be held at the Bryant Conference Center May 11-13, 2022.

Alternatives: Deny

Recommendation: Approve the attached resolution

Funding Source/GL Code: GL Code: 01-13-102-50200 Amount: \$ 375.00
GL Code: 01-13-104-50200 Amount: \$ 375.00
GL Code: 01-15-000-50400 Amount: \$ 375.00

Finance Director Approval:

City Administrator Approval:

Motion for Consideration: I move the adoption of a resolution approving Councilwoman Dykes as voting delegate and Councilman Washington as 1st alternate voting delegate to represent the City of Northport at the business meeting during 2022 Alabama League of Municipalities Annual Convention.

RESOLUTION NO. 22 -

**RESOLUTION DESIGNATING OFFICIAL VOTING DELEGATE AND 1ST ALTERNATE
VOTING DELEGATE FOR BUSINESS MEETING DURING THE 2022 ALABAMA
LEAGUE OF MUNICIPALITIES ANNUAL CONVENTION**

WHEREAS, the 2022 Alabama League of Municipalities Annual Convention will be held on May 11-13, in Tuscaloosa, Alabama. The membership's Annual Business Meeting will be held at 10:30 a.m. on May 12 at the Bryant Conference Center; and

WHEREAS, the League has charged the City of Northport with designating an official voting delegate and an alternate voting delegate who will be eligible to cast the municipality's vote during the business meeting; and

WHEREAS, Councilwoman Dykes has been designated as the City of Northport's official voting delegate and Councilman Washington as the 1st alternate voting delegate.

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

RESOLVED AND DONE THIS 7TH DAY OF MARCH, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: March 7, 2022
Motion By:
Second By:

Gregory D. Cochran, CAE
Executive Director



Mayor Gary Fuller, Opelika
League President

*The voice of Alabama's
municipalities since 1935*

COPY

DATE: February 14, 2022
TO: Municipal Clerks
FROM: Gregory D. Cochran, Executive Director
SUBJECT: Voting Delegate, Annual Business Session
ENCLOSURE: Voting Delegate Authorization Form

The Annual Convention of the Alabama League of Municipalities will be held on May 11-14, in Tuscaloosa. The membership's Annual Business Meeting will be held at 10:30 a.m. on May 12 at the Bryant Convention Center.

The League Constitution contains the following provision pertaining to voting powers of member municipalities at the Business Meeting:

"Each member municipality shall have one vote on any issue voted on during the annual meeting of the League membership, and that vote may only be cast by the delegate authorized by the governing body of the member municipality."

Enclosed is the official Voting Delegate Authorization Form to be returned to the League. The City or Town Council is charged with designating your municipality's official voting delegate and alternates who will be eligible to cast the municipality's vote during the business meeting. A copy was also sent to each mayor as required by the League's Constitution. **Only one completed form** should be returned by each League member municipality.

Please put this on your council meeting agenda at your earliest convenience so that the council may vote. The completed form must be returned to the League by April 27, 2022, so that your municipality will be eligible to cast its vote at the Convention.

We look forward to you joining us in Tuscaloosa.

VOTING DELEGATE AUTHORIZATION FORM

The City of Town Council must select the voting delegates and this form must be completed and returned to the Alabama League of Municipalities on or before **April 27, 2022**, in order for the municipality named below to be eligible to have its designee cast a vote at the **Annual Business Meeting of the League on Thursday, May 12, 2022, at 10:30 a.m.**

The League Constitution REQUIRES that Voting Delegates and Alternates be Elected Municipal Officials and the must be selected by a vote of the City or Town Council.

Deadline to submit completed form is April 27, 2022!

The Following person(s) is authorized to cast the municipality's vote at the business session of the Annual Convention of the Alabama League of Municipalities on May 12, 2022.

Please print the requested information

1. **Voting Delegate:** Jamie Dykes
Name
Councilwoman of District 4
Title

2. **1st Alternate Voting Delegate: Votes only in absence of Voting Delegate**

Woodrow Washington III
Name
Councilman of District 2
Title

3. **2nd Alternate Voting Delegate: Votes only in absence of Voting Delegate & 1st Alternate**

N/A
Name

Title

Voted on by the City or Town Council on this the 7th day of March, 2022

Form Completed by: Whitney Rose DuBose Community Relations Coordinator
(Please Print) Name Title
Northport, Alabama March 7, 2022
City/Town Date

Return form to: Alabama League of Municipalities
P.O. Box 1270, Montgomery, Alabama 36102 or by Fax to (334) 263-0200 or Email to
DPascal@almonline.org

Consent Agenda

The regular called Meeting of the Northport City Council convened at 5:15 p.m. on **February 21, 2022**, at Northport City Hall. The Mayor and all the City Council were present. City Administrator Webb indicated she needed to call for an Executive Session. **Motion** by Councilwoman Dykes, **Second** by Councilwoman Bobo to go into Executive Session to discuss potential litigation. Roll call was as follows: Councilwoman Dykes, Yes; Councilwoman Bobo, Yes; Councilman Washington, Yes; Pro Tem Hinton, Yes; and President Hogg, Yes. Motion Carried Unanimously.

At 5:30 p.m. the Council returned from Executive Session. The invocation was offered by Mayor Herndon. President Hogg led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: President Hogg, Councilwoman Bobo, Councilman Washington, Pro Tem Hinton, and Councilwoman Dykes. City Administrator Webb and Mayor Herndon were also present at Monday night's meeting.

Mayor Herndon and Councilman Washington read a proclamation naming Wills Funeral Service as 2022 February Business of the Month.

There were no visitors to address Council.

Motion by Councilman Washington, **Second** by Councilwoman Dykes **to approve the agenda for February 21, 2022.** Roll call was as follows: Councilman Washington, Yes; Councilwoman Dykes, Yes; Councilwoman Bobo, Yes; Pro Tem Hinton, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, **Second** by Pro Tem Hinton **to move the adoption of Ordinance 2138 amending Chapter 54, Article XII of the Northport Municipal Code pertaining to damage to sidewalks, curbs, and streets.** Roll call was as follows: Councilman Washington, Yes; Pro Tem Hinton, Yes; Councilwoman Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg Yes. **Motion Carried Unanimously.**

President Hogg offered for a 1st Reading, Permanent Resolution Extending the Operation Deadline for Mansa-NPT, LLC through December 31, 2022.

Motion by Councilwoman Bobo, **Second** by Councilman Washington **to adopt Resolution 22-23 authorizing the City Administrator to execute Change Order # 1 to GFC Construction, Inc. for the Downtown Streetscape Project.** Roll call was as follows: Councilwoman Bobo, Yes; Councilman Washington, Yes; Pro Tem Hinton, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, **Second** by Councilwoman Dykes **to adopt Resolution 22-24 authorizing the City Administrator to purchase playground equipment through OMNIA Partners Cooperative from Struthers Recreation, LLC for the Hasson Center Park Improvement Project.** Roll call was as follows: Councilman Washington, Yes; Councilwoman Dykes, Yes; Councilwoman Bobo, Yes; Pro Tem Hinton, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Bobo, **Second** by Pro Tem Hinton **to adopt Resolution 22-25 authorizing the City Administrator to execute an agreement with Porter-Higginbotham Engineering, Inc. for the Northwood Estates Drive Resurfacing Project.** Roll call was as follows: Councilwoman Bobo, Yes; Pro Tem Hinton, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Bobo, **Second** by Councilwoman Dykes **to adopt Resolution 22-26 to approve payment for additional services performed by Dale Fritz Associates, LLC for the City Hall Site and Landscape Improvement Project.** Roll call was as follows: Councilwoman Bobo, Yes; Councilwoman Dykes, Yes; Councilman Washington, Yes; Pro Tem Hinton, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, **Second** by Pro Tem Hinton **to approve February 21, 2022, Consent Agenda Items.**

CONSENT AGENDA

1. Minutes, February 7, 2022, Regular Meeting
2. Bill Listing
3. PO Requisition, 2022 Bridge Inspection, Blake Galloway, \$16,900.00- Engineering
4. PO Requisition, new logo decals for Public Works and Utilities Vehicles and Equipment, Sign Pro, \$5,628.84- PW
5. PO Requisition, Audit Expenses, Lecroy Richardson, \$46,382.00-Finance

Roll call was as follows: Councilman Washington, Yes; Pro Tem Hinton, Yes; Councilwoman Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Herndon, Mayor Herndon welcomed the University of Alabama Journalism students to the Council meeting. Mayor Herndon also reminded everyone to be weather aware tomorrow.

Councilwoman Bobo, District 1, Councilwoman Bobo had no official business for District 1.

Councilman Washington, District 2, Councilman Washington had no official business for District 2.

Pro Tem Hinton, District 3, Pro Tem Hinton had no official business for District 3.

Councilwoman Dykes, District 4, Councilwoman Dykes had no official business for District 4.

President Hogg, District 5, President Hogg had no official for District 5.

Motion by Councilwoman Bobo **Second** by Councilwoman Dykes **to adjourn the meeting.**

Roll call vote was as follows: Councilwoman Bobo, Yes; Councilwoman Dykes, Yes; Councilman Washington, Yes; Pro Tem Hinton, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

There being no further business to come before the Council, the meeting was adjourned at 5:41 p.m.

Jeff Hogg, President

ATTEST:

Glenda D. Webb, City Administrator

**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 8(c) 2

MEETING DATE: March 7, 2022

SUBJECT: Approval of the Bill Listing

Consent Agenda	X	Action Agenda	Public Hearing
First Reading		Second Reading	Other X
Prepared By: W. DuBose		Approved By: Glenda D. Webb	

Summary: Attached is the bill listing for consideration. Council may remove any bill for individual consideration.

Motion: With approval of the Consent Agenda, the attached bill listing is hereby approved. Said action is reflected in the minutes of the City Council Meeting.



City of Northport

Expense Approval Report

By (None)

Payment Dates 2/17/2022 - 3/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
FirstPoint Collection Resources ...	90706	02/17/2022	Payment Fees	38.53
Isbell Insulation	INV0016210	02/17/2022	Business License Overpayment ...	17.73
Southern Resources Mapping L...	INV0016214	02/17/2022	Business License Overpayment ...	37.50
Bid 1 Properties LLC	INV0016201	02/17/2022	Business License Refund	37.50
BID Properties, LLC	INV0016202	02/17/2022	Business License Overpayment ...	37.50
Dewberry Engineering Inc	INV0016204	02/17/2022	Business License Overpayment ...	50.00
Engineering Plus, Inc.	INV0016206	02/17/2022	Business License Overpayment ...	265.00
Epic Entertainment Rentals Inc	INV0016207	02/17/2022	Business License Overpayment ...	41.01
Hal Hunt Enterprises Inc	INV0016208	02/17/2022	Business License Overpayment ...	87.51
Irresistible Bites	INV0016209	02/17/2022	Business License Overpayment ...	13.12
Sandoval Flooring LLC	INV0016213	02/17/2022	Business License Overpayment ...	56.42
GLS LLC	INV0016242	02/24/2022	Business License Overpayment ...	791.26
VIP Alabama Roofing LLC	INV0016254	02/24/2022	Business License Overpayment ...	129.34
McKelvey Mechanical Inc.	INV0016212	02/17/2022	Business License Overpayment ...	65.36
Sandco International, Inc.	INV0016251	02/24/2022	Business License Overpayment ...	50.00
L & D Moore Contracting LLC	INV0016211	02/17/2022	Business License Overpayment ...	1,441.95
Viasat Inc.	INV0016215	02/17/2022	Business License Overpayment ...	90.00
B.W. Hobson Construction Com...	INV0016236	02/24/2022	Business License Overpayment ...	546.45
C & P Equipment Repair LLC	INV0016237	02/24/2022	Business License Overpayment ...	481.82
Gurganus and Sons LLC	INV0016243	02/24/2022	Business License Overpayment ...	325.06
Hobson Trucking Co Inc	INV0016244	02/24/2022	Business License Overpayment ...	116.25
Little Augusta	INV0016245	02/24/2022	Business License Overpayment ...	34.17
Mad Dog Custom Leather	INV0016246	02/24/2022	Business License Overpayment ...	41.55
Fields Power Clean	INV0016241	02/24/2022	Business License Overpayment ...	33.37
Roley Tide Inc	INV0016250	02/24/2022	Business License Overpayment ...	108.05
Teresa Rose	INV0016253	02/24/2022	Business License Overpayment ...	215.62
Drain Pro Sewer Service	INV0016240	02/24/2022	Business License Overpayment ...	125.62
Nealynn LLC	INV0016247	02/24/2022	Business License Overpayment ...	118.53
Red Sand LLC	INV0016249	02/24/2022	Business License Overpayment ...	1,045.50
SKELTON INVESTMENTS LLC	INV0016252	02/24/2022	Business License Overpayment ...	37.51
Warrior River Lumber Co.	INV0016255	02/24/2022	Business License Overpayment ...	28.25
Oswalt Motor Company	INV0016248	02/24/2022	Business License Overpayment ...	79.99
				6,587.47

Department: 13 - Mayor & City Council

Tuscaloosa County High School	INV0016216	02/17/2022	TCHS TR4ACK & FIELD	500.00
Department 13 - Mayor & City Council Total:				500.00

Department: 15 - Administrative

Northwest Supply Co. Inc.	894543	02/24/2022	City Hall - power surge to water...	45.25
TTL Inc.	2107760 Pro 000191000294.00	02/24/2022	Downtown Streetscape - TTL, In...	21,292.50
Northwest Supply Co. Inc.	897379	02/24/2022	City Hall - power surge to water...	205.25
Northwest Supply Co. Inc.	897607	02/24/2022	City Hall - power surge to water...	11.06
Digital Assurance Certification L...	57521	02/17/2022	Event Notice 9/10/21	250.00
Ander's Hardware Co. Inc.	N1152571	02/24/2022	City Hall - clean floor and install...	98.53
Ander's Hardware Co. Inc.	N1152897	02/17/2022	City Hall - water leak - roof repa...	6.58
TTL Inc.	Proj 000191000294 Inv 2111531	02/17/2022	Downtown Streetscape - TTL, In...	2,355.00
Burnum-Hahn Exterminators Inc.	INV0016228	02/17/2022	Monthly Pest Services	75.00
Ander's Hardware Co. Inc.	N1153521	02/24/2022	City Hall - supplies to install car...	39.57
One Source Office Products LLC	OE-QT-4464-4	02/17/2022	Pine Sol Lemon	70.52
Cintas	4110646815	02/17/2022	Payer # 14353428	26.45
Comcast Cable	INV0016258	02/24/2022	3500 McFarland Blvd 8396 90 0...	94.57
ADS Security L.P.	16208923	02/24/2022	Civic Center Recurring Services	832.92
ADS Security L.P.	16208924	02/24/2022	City Hall Admin Recurring servic...	832.92
Northport Electrical Supply Inc.	U1096474	02/24/2022	City Hall - replace bathroom ligh...	86.00

Expense Approval Report

Payment Dates: 2/17/2022 - 3/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
TTL Inc.	Proj 191000294.00 Inv 2109701	02/24/2022	Downtown Streetscape - TTL, In...	12,790.00
Department 15 - Administrative Total:				39,112.12
Department: 16 - Legal				
Law Office of Benjamin Jay Stuc...	20916	02/17/2022	Outsourced Legal - NRDA	1,875.00
Northport Gazette The	INV0016235	02/24/2022	Adv. of Ordinance 2135 in Feb ...	218.75
Department 16 - Legal Total:				2,093.75
Department: 17 - Municipal Court				
Syscon Computers	INV221887	02/17/2022	Court Software	5,391.63
One Source Office Products LLC	OE-26966-1	02/24/2022	SUPPLIES	94.00
Department 17 - Municipal Court Total:				5,485.63
Department: 22 - Information Technology				
AllStar Service Pros. LLC	8628	02/24/2022	IT - IT Director's office cable pull..	379.50
CDW Government LLC	R978699	02/17/2022	ViewSonic VX2476 24" Monitor	1,413.52
T-Mobile US Inc.	INV0016194	02/17/2022	Acct 976900299	353.28
Amazon Capital Services	1C1Q-PLNK-F74FA	02/17/2022	HDMI Extension Cable 5ft	68.50
Amazon Capital Services	1C1Q-PLNK-F74FB	02/17/2022	Laptop Case	29.74
Carahsoft Technology Corporati...	IN1110687	02/24/2022	CONSENT AGENDA 11/1/21- Ca...	289.35
OESCO LLC	100420	02/24/2022	FEL22318 Partition Triple File Fo..	113.98
OESCO LLC	100420	02/24/2022	DEF38104 Office Drawer Organi...	38.24
OESCO LLC	100420	02/24/2022	AVT75370 Panel Wall Wire Hoo...	7.22
OESCO LLC	100420	02/24/2022	BSN65647 Scissors	2.36
OESCO LLC	100420	02/24/2022	FEL75270 Partition Clips	12.30
Department 22 - Information Technology Total:				2,707.99
Department: 25 - Finance				
LeCroy Richardson P.C.	2	02/24/2022	CONSENT - 2/21/22 8c5 FY21 A...	24,369.50
LeCroy Richardson P.C.	138	02/24/2022	CONSENT - 2/21/22 8c5 FY21 A...	12,736.10
Business Supply & Printing	3806	02/17/2022	FIN - Window Envelopes	323.40
Department 25 - Finance Total:				37,429.00
Department: 26 - Human Resources				
DCH Occupational Medicine	00012119-00	02/17/2022	New Hire/Post Accident/Rand...	624.00
Phelps Jenkins Gibson & Fowler...	165	02/24/2022	Monthly Fee January 2022	1,600.00
Department 26 - Human Resources Total:				2,224.00
Department: 28 - Planning & Inspections				
CDW Government LLC	1C71QXG	02/17/2022	Supplies	217.14
Northport Gazette The	INV0016222	02/17/2022	Service	56.70
Northport Gazette The	INV0016223	02/17/2022	Adver of Ord 2131-2133	795.90
Northport Gazette The	INV0016224	02/17/2022	Advertisement of Ordinance 21...	82.25
Business Supply & Printing	3804	02/17/2022	Goods	279.30
Northport Gazette The	INV0016234	02/24/2022	Advertisement of ORd 2137 Feb...	81.90
Department 28 - Planning & Inspections Total:				1,513.19
Department: 32 - Engineering				
Blake Galloway	INV0016302	02/24/2022	CONSENT - Bridge Inspections 2...	16,900.00
Duncan Coker P.C.	Proj 22-34.1 Inv 1	02/24/2022	Union Chapel Road Sinkhole Inv...	2,823.75
OESCO LLC	100180	02/24/2022	Invoice from Red Rhino/Oesco	52.10
TTL Inc.	Project 000211002710 Inv 2111...	02/17/2022	Northern Bicycle and Pedestrian..	8,910.00
Pace Analytical LLC	2220373052	02/17/2022	Pace Analytical	301.00
Alabama Power Company	INV0016257	02/24/2022	312 Main Ave ST Light Controlle...	118.84
OESCO LLC	100333	02/24/2022	Invoice from Red Rhino/Oesco	54.38
Tera Tubbs	INV0016225	02/17/2022	Reimbursement - Tera Tubbs	192.00
Department 32 - Engineering Total:				29,352.07
Department: 33 - Police				
Carrier Corporation	90034920	02/17/2022	PD - AC chiller fan motor replac...	806.60
Employment Screening Services ..	13225542	02/17/2022	New Hire Background Checks	68.00
Xerox Corporation	015399809	02/17/2022	Invoice 015399809	396.24
Xerox Corporation	015399814	02/17/2022	Xerox Invoice 015399814	369.81
Tuscaloosa Chrysler Dodge Jeep...	508709	02/17/2022	PD #436 & #1539 - solenoids	672.00
Northport Auto Supply Co. Inc.	100627195	02/17/2022	BLANKET - PD vehicle repairs a...	30.18
A T & T	INV0016199	02/17/2022	205 M16-1015 001 0544	450.50

Expense Approval Report

Payment Dates: 2/17/2022 - 3/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
A T & T	INV0016200	02/17/2022	205 333-3009 415 0545	3,934.74
Northport Auto Supply Co. Inc.	100626989	02/17/2022	BLANKET - PD vehicle repairs a...	147.72
W.H. Thomas Oil	395927a	02/17/2022	Havoline Syn 0w20	193.35
W.H. Thomas Oil	395927a	02/17/2022	Supreme 5W30	138.60
W.H. Thomas Oil	395927a	02/17/2022	ELC 50/50	493.92
Barkley Buick Cadillac GMC Inc.	40732	02/17/2022	PD #422 - radiator	413.30
Otis Elevator Company	100400671317	02/24/2022	Otis Invoice 100400671317	67.05
Northport Auto Supply Co. Inc.	100628232	02/17/2022	Creidt - Radiator Invoice 10062...	-142.73
Pocket Press Inc.	123007	02/17/2022	AL Criminal and Traffic Laws	496.82
Northport Electrical Supply Inc.	U1095885	02/17/2022	PD - outside lights will not come..	57.04
Northport Auto Supply Co. Inc.	100628728	02/17/2022	BLANKET - PD vehicle repairs a...	111.44
Municipal & Commercial Unifo...	386515	02/17/2022	Herd, Green, and Norris Unifor...	41.85
Burnum-Hahn Exterminators Inc.	INV0016228	02/17/2022	Monthly Pest Services	175.00
Comcast Cable	INV0016239	02/24/2022	3721 26th Ave 8396 90 014 020...	126.48
Northport Auto Supply Co. Inc.	100629315	02/24/2022	PD #422 - AC O Rings	55.99
Public Agency Training Council	260683	02/24/2022	Course Registration	525.00
Northport Auto Supply Co. Inc.	100628244	02/24/2022	PD #452 - brakes & front end pa..	811.34
Northport Auto Supply Co. Inc.	100629566	02/24/2022	BLANKET - PD vehicle repairs a...	258.94
Northport Auto Supply Co. Inc.	100629601	02/24/2022	Credit	-99.38
Northport Auto Supply Co. Inc.	100629612	02/24/2022	BLANKET - PD vehicle repairs a...	8.79
Triple Point Industries	38219	02/17/2022	BLANKET - monthly water trea...	95.00
Northport Auto Supply Co. Inc.	100628318	02/24/2022	PD #1539 - oil pump timing gear	366.84
Northport Auto Supply Co. Inc.	100629983	02/24/2022	BLANKET - PD vehicles	9.34
Amazon Capital Services	1CHL-C193-KQJR	02/17/2022	Holster	148.31
Carrier Corporation	90179258	02/24/2022	PD - AC chiller fan motor replac...	1,783.00
Northport Auto Supply Co. Inc.	100630172	02/24/2022	BLANKET - PD vehicle repairs a...	263.48
Northport Auto Supply Co. Inc.	100630188	02/24/2022	BLANKET - PD vehicle repairs a...	14.99
APCO International Inc	00060470	02/24/2022	Course Registration	439.00
Gulf States Distributors Inc.	1411159-IN	02/24/2022	Cord	6.95
Gulf States Distributors Inc.	1411159-IN	02/24/2022	Chin Strap	6.50
Gulf States Distributors Inc.	1411159-IN	02/24/2022	Hat	89.00
Gulf States Distributors Inc.	1411160-IN	02/24/2022	Chin Strap	6.50
Gulf States Distributors Inc.	1411160-IN	02/24/2022	Cord	6.95
Gulf States Distributors Inc.	1411160-IN	02/24/2022	Hat	89.00
Gulf States Distributors Inc.	1411255-IN	02/24/2022	AGENDA: 2022 Ammunition Pur...	435.00
Department 33 - Police Total:				14,368.45
Department: 35 - Fire				
Fitch & Associates LLC	21-17804-02	02/24/2022	Professional Ambulance Services	7,858.13
Spire	INV0016195	02/17/2022	5410 Highway 69N 8439444444	1,322.97
Galls LLC	020333682	02/17/2022	Tactical Duty Pants - R. Eppes	48.95
Employment Screening Services ..	13225542	02/17/2022	New Hire Background Checks	34.00
Northport Auto Supply Co. Inc.	100626396	02/24/2022	FD #4 - exhaust clamp	19.59
Safe Kids Worldwide	ORG771943-21-3811-02-22	02/17/2022	Car Seat Tech Renewal- A. Balla...	55.00
DCH Occupational Medicine	00012119-00	02/17/2022	New Hire/Post Accident/Rand...	620.50
Northport Auto Supply Co. Inc.	100626488	02/17/2022	FD #22 - engine filters	206.32
Northport Auto Supply Co. Inc.	100626928	02/17/2022	FD #22 - filter	78.00
Walmart	INV0016193	02/17/2022	Spray Bottles St. 1	4.90
Walmart	INV0016193	02/17/2022	Spray Bottles St. 2	4.90
Walmart	INV0016193	02/17/2022	Spray Bottles St. 3	0.20
A T & T	INV0016197	02/17/2022	205 333-3007 237 0543	400.88
Comcast Cable	INV0016203	02/17/2022	3500 McFarland Blvd #2, 8396 ...	56.88
Northport Auto Supply Co. Inc.	100628026	02/24/2022	FD Engine #22 - fittings	25.00
NAFECO	1127381	02/17/2022	LS White Dress Shirts	39.00
NAFECO	1127381	02/17/2022	SS White Dress Shirts	35.00
NAFECO	1127381	02/17/2022	name plate- T. Waters	11.00
Sunbelt Fire Inc.	333264	02/17/2022	FD #1,3,4 - valve kit	496.63
A T & T	4716587609	02/24/2022	831-000-9479 622	1,783.08
Burnum-Hahn Exterminators Inc.	INV0016228	02/17/2022	Monthly Pest Services	270.00
Comcast Cable	INV0016259	02/24/2022	1101 Martin Luther King 8396 9...	161.32
Alabama Association of Fire Chi... 58		02/17/2022	Yearly Membership Fees	125.00

Expense Approval Report

Payment Dates: 2/17/2022 - 3/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
NAFECO	1128668	02/24/2022	LS Dress Shirt - Blue	39.00
NAFECO	1128668	02/24/2022	Dress Pants	50.00
NAFECO	1128668	02/24/2022	SS Dress Shirt - Blue	35.00
NAFECO	1128668	02/24/2022	Name Plate	11.00
NAFECO	1128668	02/24/2022	Tactical Boots	90.27
Alabama Fire College	6263	02/24/2022	Professional Dev Conference- ...	440.00
Sunbelt Fire Inc.	333281	02/24/2022	FD MR2 - door latches	1,585.84
Sunbelt Fire Inc.	333399	02/24/2022	FD Engine #22 - gauges	496.63
Sunbelt Fire Inc.	333399b	02/24/2022	FD #1,3,4 - valve kit	285.69
Frazer Ltd.	83859	02/24/2022	FD Rescue #4 - door latches	425.56
Snider Tire Inc.	8940295	02/24/2022	FD Engine #22 - mount 1 tire	64.00
Alabama Association of Fire Chi...	INV0016229	02/24/2022	Yearly membership dues - AAFC	275.00
Sunbelt Fire Inc.	333374	02/24/2022	FD #22 - coolant sensor	137.82
Sunbelt Fire Inc.	333397	02/24/2022	FD #22 - gauges	304.78
DCH Regional Medical Center	INV0016230	02/24/2022	Drug Box Refill ENGINES	208.51
DCH Regional Medical Center	INV0016230	02/24/2022	Drug Box Refill RESCUES	208.51
Department 35 - Fire Total:				18,314.86

Department: 37 - Public Works

Advance Business Machines	375839	02/17/2022	PW - Copier Fees	27.50
DCH Occupational Medicine	00012119-00	02/17/2022	New Hire/Post Accident/Rand...	351.00
Bama Concrete Products Co. Inc.	369414	02/24/2022	BLANKET - Concrete for curbs, g...	465.00
A T & T	INV0016198	02/17/2022	205 333-3632 001 0541	764.98
A T & T	INV0016218	02/17/2022	205 333-7293 293 0543	691.48
Northport Auto Supply Co. Inc.	100626991	02/17/2022	PW - stock oil filters	278.18
Northport Auto Supply Co. Inc.	100627117	02/17/2022	PW - stock oil filters	90.24
Bama Concrete Products Co. Inc.	369484	02/17/2022	BLANKET - concrete	256.00
W.H. Thomas Oil	395927b	02/17/2022	Supreme 10w30	138.60
W.H. Thomas Oil	395927b	02/17/2022	DEF	304.00
W.H. Thomas Oil	395927b	02/17/2022	Supreme 5w20	554.40
Northport Auto Supply Co. Inc.	100628185	02/24/2022	PW Truck #4269 - B. Hamner - b...	101.06
W.H. Thomas Oil	395959	02/17/2022	DELO 15w40	1,656.25
W.H. Thomas Oil	395959	02/17/2022	THF 1000	1,150.00
Lowe's Home Centers Inc.	INV0016191	02/17/2022	scotch yellow painters tape 550...	15.16
Lowe's Home Centers Inc.	INV0016191	02/17/2022	black 6 mil plastic sheeting 782...	133.04
Lowe's Home Centers Inc.	INV0016191	02/17/2022	1 x 6 12 ft lumber 314414	135.36
Lowe's Home Centers Inc.	INV0016191	02/17/2022	krylon clear spray paint & prime..	9.48
Lowe's Home Centers Inc.	INV0016192	02/17/2022	Construction - 1 x 6 x 12	135.36
Alabama Power Company	INV0016303	02/24/2022	1761 Harper Rd. - First Bill	78.68
Northport Auto Supply Co. Inc.	100628525	02/24/2022	PW - stock lights for KBooms	129.35
Amazon Capital Services	13T6-N3Q6-9G1K	02/24/2022	PW - Otterbox case for B. Hamn...	28.77
Amazon Capital Services	1h3m-QFPX-6XLL	02/24/2022	PW - HDMI extenders for B. Sta...	112.94
Transportation South Inc.	75193P	02/17/2022	PW KBoom #2370 - R. Cork - wi...	339.59
Ander's Hardware Co. Inc.	N1153075	02/17/2022	Traffic - paint for stop bars	34.95
Ander's Hardware Co. Inc.	N1153093	02/24/2022	Shirley House - repair busted pi...	25.07
Northport Auto Supply Co. Inc.	100627985	02/17/2022	PW #7322 - C. Summerlin - coil ...	875.28
Northport Auto Supply Co. Inc.	100628942	02/17/2022	PW #7322 - C. Summerlin - coil ...	84.16
Cintas	4110395284	02/17/2022	Payer # 14385499	604.27
A T & T	4716587609	02/24/2022	831-000-9479 622	594.36
Burnum-Hahn Exterminators Inc.	INV0016228	02/17/2022	Monthly Pest Services	75.00
Comcast Cable	INV0016238	02/24/2022	1781 Harper Rd 8396 90 014 01...	318.26
Tuscaloosa Tire & Service Center	N275750	02/24/2022	PW Truck #4270 - D. Williams - f..	370.93
Keeling Company	54090878.001	02/17/2022	50 lb fertilizer	33.18
Keeling Company	54090878.001	02/17/2022	4-1804 4 Pop Up Sprinkler	6.48
Keeling Company	54090878.001	02/17/2022	4 latching solenoid	138.27
Keeling Company	54090878.001	02/17/2022	NODE 400 Hunter 4-station bat...	196.18
Keeling Company	54090878.001	02/17/2022	case of Rain Bird 5004 plus roter..	235.34
Northport Auto Supply Co. Inc.	100629222	02/24/2022	PW Truck #0424 - B. Hamner - v...	143.93
Northport Auto Supply Co. Inc.	100629322	02/24/2022	PW Truck #4270 - D. Williams - ...	9.11
Southland International Trucks ...	03CI330262	02/24/2022	PW - stock brakes for GTs & KB...	222.48
Southland International Trucks ...	03CI330262	02/24/2022	PW - stock brakes for GTs & KB...	222.48

Expense Approval Report

Payment Dates: 2/17/2022 - 3/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Auto Supply Co. Inc.	100629438	02/24/2022	PW Tractor #5062 - E. Harris - h...	150.39
Amazon Capital Services	1CYR-YYT-63LY	02/24/2022	PW - Otterbox case for J. Sande...	23.19
Weathertech Distributing Comp...	8062065-00	02/24/2022	Shirley House - repair busted pi...	23.68
Weathertech Distributing Comp...	8062066-00	02/24/2022	PW - oil for E. Beasley's vacuum...	27.91
Lowe's Home Centers Inc.	INV0016221	02/17/2022	BLANKET - emergency supplies ...	84.12
A T & T	INV0016256	02/24/2022	205 391-2194 230 0548	682.24
O'Reilly Auto Parts	1063-379223	02/24/2022	PW KBoom #6115 - D. Campbell...	37.10
Lewis Distributors LLC.	1776 391	02/24/2022	non c brake clean	86.40
Lewis Distributors LLC.	1776 391	02/24/2022	Roloc coarse disc	37.25
Lewis Distributors LLC.	1776 391	02/24/2022	P/S fluid 12 oz	35.40
Lewis Distributors LLC.	1776 391	02/24/2022	22 wiper blades	30.75
Bama Concrete Products Co. Inc.	369682	02/24/2022	BLANKET - concrete	400.00
Cintas	4110646751	02/17/2022	Payer # 14353601	25.00
Lowe's Home Centers Inc.	INV0016219	02/17/2022	Construction - 6 x 3 Groover 78...	24.66
Lowe's Home Centers Inc.	INV0016220	02/17/2022	Construction - 6 x 4 steel concre..	22.76
Tuscaloosa Tire & Service Center	N275790	02/24/2022	PW Truck #8498 - J. Sanders - ti...	945.71
GFL Environmental Inc.	VR0000015786	02/24/2022	VR-292	123.75
Masterman's LLP	1102629035	02/24/2022	ROW First Aide Kits	72.74
Masterman's LLP	1102629035	02/24/2022	Recycling First Aide Kits	92.13
Northport Gazette The	INV0016233	02/24/2022	Ad for Bid File 22-02 Courtroom...	40.60
Lowe's Home Centers Inc.	INV0016261	02/24/2022	BLANKET - emergency supplies ...	482.42
Lowe's Home Centers Inc.	INV0016262	02/24/2022	Credit - Return EZReacher Pro P...	-87.32
Bama Concrete Products Co. Inc.	369757	02/24/2022	BLANKET - concrete	500.00
Southern Pipe & Supply	6358588-00	02/24/2022	Construction - 18" soil tight fitti...	440.99
Weathertech Distributing Comp...	8062106-00	02/24/2022	PW - upstairs AC unit repair	144.31
Northport Electrical Supply Inc.	U1096390	02/24/2022	PW - AC unit repair in upstairs c...	18.60
Tuscaloosa Farmers Cooperative..	1468514	02/24/2022	ROW - 30 gallon GLY ENVY weed..	4,680.00
Cintas	4111088524	02/24/2022	Payer # 14385499	572.44
Masterman's LLP	1102629871	02/24/2022	4XL Safety Vest	46.17
Masterman's LLP	1102629871	02/24/2022	Medium Safety Vest	24.25
Masterman's LLP	1102629871	02/24/2022	2XL Safety Vest	24.25
Masterman's LLP	1102629871	02/24/2022	3XL Safety Vest	24.25
Masterman's LLP	1102629871	02/24/2022	XL Safety Vest	24.25
Masterman's LLP	1102629871	02/24/2022	Large Safety Vest	24.25
Dominion Construction Co. Inc.	Twin Oaks Inv 1	02/24/2022	AGENDA - 8.23.21 8(c)9 - Twin ...	3,047.51
Cintas	4111345374	02/24/2022	Payer # 14353601	25.00
AllStar Service Pros. LLC	8687	02/24/2022	PW - repairs to B. Starnes TV an...	927.72
Snider Tire Inc.	8962754	02/24/2022	PW - stock tires for KBooms	2,332.66
O'Reilly Auto Parts	1063-369887	02/17/2022	Shirley House - commode repair	21.98
Department 37 - Public Works Total:				28,375.66
Department: 39 - Utilities				
Hydra Service Inc.	151323A	02/17/2022	BLANKET - Misc. Repairs for Me...	2,000.00
Hydra Service Inc.	151323B	02/17/2022	Meadowlake PS Bypass Control...	2,623.48
A T & T	INV0016226	02/17/2022	AGENDA (2/7/22) - Damage Cla...	6,302.46
Nexbillpay LLC	12446	02/17/2022	Returned Payment Processing F...	28.00
Nexbillpay LLC	12531	02/17/2022	Electronic Box Captured Items	2.75
Water Treatment & Controls Co.	0112275-IN	02/17/2022	Replacement Motor for Lime Fe...	801.98
Alabama 811	0122382a	02/17/2022	Blanket - Monthly Locate Fees	126.01
Alabama 811	0122382b	02/17/2022	Blanket - Monthly Locate Fees	242.00
Moore Petroleum Co. Inc.	2203101b	02/24/2022	1-000100	1,713.02
A T & T	INV0016217	02/17/2022	205 333-3185 276 0548	209.52
Winfield Tool & Equipment Ren...	76209-2	02/17/2022	Blanket - Air Compressor Rental	155.00
Alabama Power Company	INV0016303	02/24/2022	1761 Harper Rd. - First Bill	78.67
Northport Electrical Supply Inc.	U1095927	02/17/2022	Water Plant - repair to outside [...]	4.52
Nexbillpay LLC	12548	02/17/2022	Return Payment Processing & L...	38.00
Nexbillpay LLC	12907	02/17/2022	Return Payment Processing & L...	46.50
LeCroy Richardson P.C.	138	02/24/2022	CONSENT - 2/21/22 8c5 FY21 A...	9,276.40
Winfield Tool & Equipment Ren...	76215-2	02/17/2022	Blanket - Air Compressor Rental	240.00
Pace Analytical LLC	2235469352	02/17/2022	Council Approved - BLANKET - T...	75.00
Cintas	4110394079	02/17/2022	Payer # 14385521	110.42

Expense Approval Report

Payment Dates: 2/17/2022 - 3/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Cintas	4110394236	02/17/2022	Payer # 14385564	64.05
Cintas	4110394478	02/17/2022	Payer # 14385434	227.59
A T & T	4716587609	02/24/2022	831-000-9479 622	1,783.08
Burnum-Hahn Exterminators Inc.	INV0016228	02/17/2022	Monthly Pest Services	165.00
Northport Auto Supply Co. Inc.	100629603	02/24/2022	Blanket- Utilities heavy equipt...	14.76
Shannon Chemical Corporation	42615	02/24/2022	Council Approved - Phosphate f...	14,598.46
Lowe's Home Centers Inc.	INV0016227	02/17/2022	Misc Supplies WTP	76.19
Living Water Services	12122	02/24/2022	Council Approved - Grease Cont...	2,400.00
Ferguson Enterprises Inc.	1423835	02/17/2022	3/4" CTS x Meter Curbstops	1,782.80
Pace Analytical LLC	2235469771	02/17/2022	Council Approved - BLANKET - T...	256.00
Kyocera Document Solutions Al...	55C1404027	02/24/2022	Copier Maintenance for Billing ...	58.00
Winfield Tool & Equipment Ren...	76339-2	02/24/2022	Blanket - Air Compressor Rental	110.00
Lowe's Home Centers Inc.	INV0016231	02/24/2022	Blanket - Misc. Maintenance M...	50.54
Ander's Hardware Co. Inc.	N1153559	02/17/2022	Blanket - Misc. Supplies for Utilit..	7.98
Warrior Tractor & Equipment Co.	O33019	02/24/2022	Blanket - Utilities Equipment Re...	48.87
OESCO LLC	100391	02/17/2022	Card Stock Receipts for Billing O...	299.99
Northport Auto Supply Co. Inc.	100630334	02/24/2022	Blanket - UT Vehicle Repairs	42.13
Patrick's Wastewater Services L...	182	02/24/2022	Council Approved - Contract ser...	480.00
Pace Analytical LLC	2220373468	02/24/2022	Council Approved - BLANKET - T...	115.00
Spire	INV0016260	02/24/2022	Northwood Garden Dr. 872951...	19.97
Empire Pipe and Supply Compa...	2074645	02/24/2022	Magnetic mount 3G antenna	225.00
Lowe's Home Centers Inc.	INV0016232	02/24/2022	Blanket - Misc. Maintenance M...	35.52
Southern Pipe & Supply	6290675-00	02/24/2022	2" suction screen	27.18
Southern Pipe & Supply	6296116-01	02/24/2022	Blue Locator Flags	110.00
Southern Pipe & Supply	6369478-00	02/24/2022	Suction Hose with Camlock Ends..	225.00
Southern Pipe & Supply	6369550-00	02/24/2022	Layflat Hose with Camlock Ends ..	130.00
Pace Analytical LLC	2235470681	02/24/2022	Council Approved - BLANKET - T...	260.00
Ferguson Enterprises Inc.	1420956-1	02/24/2022	Marking Paint - Blue	101.88
Business Supply & Printing	3823	02/24/2022	Printed Window Envelopes for B...	180.00
Department 39 - Utilities Total:				47,968.72
Department: 41 - Outside Agency Funding				
Emily P. von Redlich	INV0016205	02/17/2022	January 2022	1,250.00
Huntington Place Elementary S...	INV0016196	02/17/2022	Supply Check for Fine Arts Prog...	500.00
Tuscaloosa County Emergency ...	CN SIREN-22	02/17/2022	Siren Inspection & Preventative...	1,697.25
Department 41 - Outside Agency Funding Total:				3,447.25
Department: 45 - 2019 Additional Sales Tax				
Dominion Construction Co. Inc.	Twin Oaks Inv 1	02/24/2022	AGENDA - 8.23.21 8(c)9 - Twin ...	27,144.29
Collins-Riverside Middle School	INV0016289	02/24/2022	Northport First Educational Gra...	35,000.00
Crestmont Elementary School	INV0016290	02/24/2022	2022 Northport First Funds Edu...	25,000.00
Faucett-Vestavia Elementary	INV0016291	02/24/2022	2022 Northport First Funds Edu...	25,000.00
Flatwoods Elementary School	INV0016292	02/24/2022	2022 Northport First Funds Edu...	25,000.00
Lloyd Wood Education Center	INV0016293	02/24/2022	2022 Northport First Funds Edu...	5,000.00
Matthews Elementary	INV0016294	02/24/2022	2022 Northport First Funds Edu...	25,000.00
Northport Elementary	INV0016295	02/24/2022	2022 Northport First Funds Edu...	25,000.00
Northport Intermediate School	INV0016296	02/24/2022	2022 Northport First Funds Edu...	35,000.00
Tuscaloosa County High School	INV0016297	02/24/2022	2022 Northport First Funds Edu...	70,000.00
Huntington Place Elementary S...	INV0016304	02/24/2022	2022 Northport First Funds Edu...	25,000.00
Department 45 - 2019 Additional Sales Tax Total:				322,144.29
Grand Total:				561,624.45

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	477,179.70
24 - 2019 Warrant Refinance-Streetscape	36,437.50
50 - WATER & SEWER FUND	48,007.25
Grand Total:	561,624.45

Account Summary

Account Number	Account Name	Payment Amount
01-13-105-50245	Development Funds - Distr..	500.00
01-15-000-50356	Janitorial Supplies - City H...	70.52
01-15-000-50357	Janitorial Contracts - City ...	26.45
01-15-000-50371	Maintenance - Facilities	86.00
01-15-000-50383	Repair - Facilities	406.24
01-15-000-50456	Service Contracts	1,665.84
01-15-000-50561	Pest Control	75.00
01-15-000-50590	Utilities - Other	94.57
01-15-600-70010	Series 2021 B Warrants	250.00
01-16-000-50112	Advertising	218.75
01-16-000-50247	Outsourced Legal Services	1,875.00
01-17-000-50105	Office Supplies	94.00
01-17-000-50127	Software - License & Main...	5,391.63
01-22-000-50105	Office Supplies	203.84
01-22-000-50108	Equipment - Computers &...	1,413.52
01-22-000-50111	Software - License & Main...	289.35
01-22-000-50210	Professional Services	379.50
01-22-000-50312	Cell Phones	353.28
01-22-000-50366	Maintenance & Repair	68.50
01-25-000-50105	Office Supplies	323.40
01-25-000-50201	Audit Expense - Internal	37,105.60
01-26-000-50267	Personnel Legal Expenses	1,600.00
01-26-000-50340	Drug Testing - Random	624.00
01-28-000-50105	Office Supplies	496.44
01-28-000-50112	Advertising - Admin	960.05
01-28-117-50112	Advertising - ZBA	56.70
01-32-000-50105	Office Supplies	106.48
01-32-000-50212	Professional Services & C...	2,823.75
01-32-000-50219	Bridge Inspections	16,900.00
01-32-000-50290	ADEM - Phase II	301.00
01-32-000-50400	Training	192.00
01-32-000-50504	Power - Street Lights	118.84
01-32-600-81002	Pedestrian & Bike Plan	8,910.00
01-33-000-50010	Hiring & Recruitment Exp...	68.00
01-33-000-50126	Office Equipment - Lease	766.05
01-33-000-50270	Ammunition	435.00
01-33-000-50283	Uniforms	41.85
01-33-000-50288	Uniform Accessories	353.21
01-33-000-50332	Training Supplies	496.82
01-33-000-50359	Fuel & Oil	825.87
01-33-000-50363	Maintenance Contracts - ...	162.05
01-33-000-50367	Maintenance & Repair - V...	2,922.24
01-33-000-50382	Repair - Public Safety Co...	2,646.64
01-33-000-50402	Training - Departmental	964.00
01-33-000-50512	Utilities - Telephone	4,385.24
01-33-000-50562	Pest Control	175.00
01-33-000-50590	Utilities - Other	126.48
01-35-210-50010	Hiring & Recruitment Exp...	654.50
01-35-210-50100	Dues	400.00
01-35-210-50211	Professional Medical Servi...	7,858.13

Account Summary

Account Number	Account Name	Payment Amount
01-35-210-50283	Uniforms	246.95
01-35-210-50288	Uniform Accessories	112.27
01-35-210-50402	Training - Departmental	495.00
01-35-210-50410	Maintenance & Repair - E...	2,114.46
01-35-210-50411	Maintenance & Repair - R...	2,011.40
01-35-210-50510	Utilities - Telephone	400.88
01-35-210-50520	Utilities - Natural Gas	1,322.97
01-35-210-50560	Pest Control	270.00
01-35-210-50590	Utilities - Other	2,001.28
01-35-211-50434	Janitorial Supplies - Statio...	4.90
01-35-212-50434	Janitorial Supplies - Statio...	4.90
01-35-213-50434	Janitorial Supplies - Statio...	0.20
01-35-221-50242	Medical Supplies - Engines	208.51
01-35-223-50242	Medical Supplies - Rescue	208.51
01-37-310-50010	Hiring & Recruitment Exp...	351.00
01-37-310-50106	Office Equipment	112.94
01-37-310-50112	Advertising	40.60
01-37-310-50126	Office Equipment - Lease	27.50
01-37-310-50261	Contract Shirts & Pants	1,226.71
01-37-310-50312	Cell Phones	51.96
01-37-310-50359	Fuel & Oil	3,803.25
01-37-310-50458	Landfill - Advanced Dispos...	123.75
01-37-310-50500	Utilities - Power	78.68
01-37-310-50510	Utilities - Telephone	764.98
01-37-310-50560	Pest Control	75.00
01-37-310-50590	Utilities - Other	2,286.34
01-37-311-50387	Supplies - Community Eve...	167.42
01-37-312-50221	Hand Tools - Construction	47.42
01-37-312-50234	Supplies - Construction	3,056.93
01-37-314-50234	Supplies - Maintenance	27.91
01-37-315-50221	Hand Tools - Rights of Way	-87.32
01-37-315-50234	Supplies - Rights of Way	4,713.18
01-37-315-50238	Personal Safety Supplies -...	72.74
01-37-316-50234	Supplies - Shop	558.22
01-37-318-50380	Repairs - Public Works Bui...	1,666.90
01-37-320-50360	Maintenance - Garbage T...	222.48
01-37-321-50380	Repairs - Heavy Equipment	150.39
01-37-323-50360	Maintenance - Trash Truc...	2,592.24
01-37-323-50380	Repairs - Trash Trucks	468.94
01-37-324-50360	Maintenance - Vehicles	1,417.70
01-37-324-50380	Repairs - Light Duty Vehic...	1,112.48
01-37-328-50234	Supplies - Traffic	34.95
01-37-330-50360	Maintenance - Shirley Pla...	70.73
01-37-331-50238	Personal Safety Supplies-...	92.13
01-37-600-80000	Equipment	3,047.51
01-40000	Business License	6,548.94
01-41-000-50809	Fine Arts Initiative	1,750.00
01-41-000-50812	EMA Annual Funding	1,697.25
01-45-000-54203	Educational Grants	295,000.00
01-45-000-54301	Storm Event - June 2021	27,144.29
24-15-600-81000	Downtown Streetscaping	36,437.50
50-39-510-50261	Contract Shirts and Pants	402.06
50-39-510-50305	Contract Services	848.01
50-39-510-50339	Claims & Damages	6,302.46
50-39-510-50359	Fuel & Oil	1,713.02
50-39-510-50394	Repairs - Heavy Equipment	63.63
50-39-510-50396	Repairs - Vehicles	42.13
50-39-510-50473	Inventory Supplies	7.98

Account Summary

Account Number	Account Name	Payment Amount
50-39-510-50500	Utilities - Power	78.67
50-39-510-50510	Utilities - Telephone	209.52
50-39-510-50520	Utilities - Natural Gas	19.97
50-39-510-50550	Pest Control	165.00
50-39-510-50590	Utilities - Other	1,783.08
50-39-511-50104	Printing & Duplication	537.99
50-39-511-50201	Audit Expense	9,276.40
50-39-511-50470	Billing Services	115.25
50-39-512-50300	Chemicals	14,598.46
50-39-512-50336	Repairs	806.50
50-39-512-50360	Maintenance	431.19
50-39-512-50454	Testing & Professional Ser...	706.00
50-39-513-50300	Chemicals	2,400.00
50-39-513-50360	Maintenance	86.06
50-39-514-50309	Hand Tools and Equipment	252.18
50-39-514-50430	Equipment Rental	505.00
50-39-514-50431	Construction & Repair Su...	1,994.68
50-39-515-50389	Maintenance - Collections...	2,000.00
50-39-515-50457	System & Infrastructure ...	2,623.48
50-40114	Bad Debt Collections	38.53
Grand Total:		561,624.45

Project Account Summary

Project Account Key	Payment Amount
None	561,624.45
Grand Total:	561,624.45

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8c3

MEETING DATE: March 7, 2022

SUBJECT: Purchase Requisition – 3rd Quarter Jail Bill

Consent Agenda X

Action Agenda

Public Hearing

First Reading

Second Reading

Other

Prepared By: Haley Abbett

Approved By: Chief Gerald Burton

Summary: The purchase requisition to Tuscaloosa County Commission in the amount of \$42,157.50. This is the cost to house prisoners for July, August, and September 2021.

Alternatives: Deny the request.

Recommendation: That this request be passed.

Funding Source/GL Code: GL Code No.: 12-33-000-50233 **Amount:** \$42,157.50

Finance Director Approval: _____

City Administrator Approval: _____

Motion for Consideration: Approval of Consent Agenda will approve this request.

Tuscaloosa County Commission
Finance & Accounting

April L Hoffman
Chief Financial Officer

PO Box 20113 • 714 Greensboro Ave
Tuscaloosa, AL 35402-0113
(205) 349-3870

Bill To:

City of Northport
PO Box 569
Northport, AL 35476

Invoice No 1357
Invoice Date 02/25/22

Date	Activity	Description	Amount
07/31/21	Jail Billing	Base Contract (248 Inmates) - Total Count (161)	14,052.50
08/31/21	Jail Billing	Base Contract (248 Inmates) - Total Count (166)	14,052.50
09/30/21	Jail Billing	Base Contract (240 Inmates) - Total Count (127)	14,052.50

Balance Due 42,157.50

Please Remit Payment To:

Tuscaloosa County Commission
PO Box 20113
Tuscaloosa, AL 35402-0113

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8c4
MEETING DATE: March 7, 2022
SUBJECT: Requisition request to BION Security.

Consent Agenda X	Action Agenda X	Public Hearing
------------------	-----------------	----------------

First Reading	Second Reading	Other X
---------------	----------------	---------

Prepared By: Brandi Hambright	Approved By: Scott Murphy
--------------------------------------	----------------------------------

Summary: The IT Department requests requisition approval to BION Security for Aerohive HiveManager NG Select Support. This is a 3-year renewal for software license, phone, and software support and hardware replacement for the city's wireless connection. This is a budgeted expense. Requisition No. 101762.

Alternatives: Deny the request.

Recommendation: It is recommended that this request be approved.

Funding Source/GL Code: GL Code No. 01-22-000-50111; Software-License & Maintenance;
Amount: \$16,605.00; Finance Director Approval: gm; City Administrator Approval: GM

Motion for Consideration: Approval of the Consent Agenda will approve this request.

**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 8 (c) 5

MEETING DATE: March 7, 2022

SUBJECT: Purchase Requisition – Installation of fencing around Public Works Dry Storage Building (Eddie Kane Steel)

Consent Agenda	X	Action Agenda	Public Hearing
----------------	---	---------------	----------------

First Reading	Second Reading	Other	X
---------------	----------------	-------	---

Prepared By: S. Cockrell

Approved By: Brooke Starnes

Summary: The requisition to Straitline Fence, LLC is for installation of fencing around Public Works Dry Storage building in the amount of \$15,355.00

Alternatives: Reject

Recommendation: Approve

Funding Source/GL Code: GL Code No 01-37-600-80000 – Equipment

Amount: \$15,355.00 Finance Director Approval  City Administrator Approval 

Motion for Consideration: Authorize the City Administrator to sign the requisition to Straitline Fence, LLC in the amount of \$15,355.00.

STRAITLINE FENCE, LLC

PO Box 899
Northport, AL 35476

205-764-5593 Ph
205-333-8425 FX

Commercial Bid

Project: City of Northport Cain
Building
Estimator: Matt Huffman
Date: 1.24.2022

Scope of Work

Furnish / install approx. 271' of all new 6' tall galvanized chain link fence with 3 strands of barbed wire matching existing specs.

Relocating approx. 226' of existing 6' tall galvanized chain link fence with 3 strands of barbed wire. Straitline Fence will be re-using the existing chain link fabric and top rail & will be using new barbed wire and post.

Cost: \$11,122.00

Furnish / install approx. 57' of mid-grade 10' tall base plated chain link fence with top and middle rail.

Cost: \$4,233.00

Exclusions: Clearing, Grading, Bonds, Grounding and Layout.

Straitline Fence warrants the above fence to be free from defects in materials and workmanship for one year. Excludes wood material.

This proposal excludes clearing of fence lines, location of property lines, surveys, etc. Alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above original estimate.

Straitline Fence, LLC will have underground public utilities located through AL811 and marked but assumes no responsibility for unmarked sprinkler lines, fill lines or any other unmarked buried lines or objects.

Any mathematical or clerical errors discovered by the administrator of this document give either party the right to rescind or renegotiate this agreement prior to the start of work. Photocopies of this executed document are valid and binding.

Terms: Payment is due upon completion of work. All materials will remain the property of Straitline Fence, LLC until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt including attorney fees. Straitline Fence, LLC reserves the right to submit monthly invoices for labor and materials as work progresses.

* If not signed and returned proposal is void 10 days from the above date.

* If paying by credit card there will be a 5% processing fee.

Signature: _____
(Customer)

Date: _____

Billing Address: _____

**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 8 (c) 6

MEETING DATE: March 7, 2022

SUBJECT: Purchase Requisition – Repairs to Public Works Door System

Consent Agenda	X	Action Agenda	Public Hearing
----------------	---	---------------	----------------

First Reading	Second Reading	Other	X
---------------	----------------	-------	---

Prepared By: S. Cockrell

Approved By: Brooke Starnes

Summary: The requisition to Building Specialties Co. is for repairs to Public Works Door System in the amount of \$6,515.00.

Alternatives: Reject

Recommendation: Approve

Funding Source/GL Code: GL Code No 01-37-318-50380– Public Works Repairs - Buildings
Amount: \$6,515.00 Finance Director Approval  City Administrator Approval 

Motion for Consideration: Authorize the City Administrator to sign the requisition to Building Specialties Co. in the amount of \$6,515.00.



3051 Southside Dr
Tuscaloosa, AL 35401
Tel: 205-758-0506

1/20 emailed Summer

Invoice

Invoice # : 71202236
Order # : 5690116
Date : Jan 13, 2022

Customer:
City Of Northport
Accounts Payable
Po Box 569
Northport, AL 35476

Ship To:
City of Northport Public Works
1781 Harper Road
Northport, AL 35476
Tel: (205) 333-3003 ext. 107

Account Code : C001481
Terms : Net 30
Customer Job # : ERROL
Salesperson : Kristen Elliot
Order Name : PUBLIC WORKS -ERROL

Quote # :
Purchase Order # : ERROL
Shipped Via : Our Truck
Contact : Kristen Elliot

ERROL 205.339.2494
ELECTRIC STRIKES NOT WORKING
***NEED KEY GET INTO THE EQUIP BOX ***

Description

QTY 1 -2 DOOR NXT MERCURY PANEL
QTY 1 -4 DOOR NXT MERCURY PANEL
QTY 5 -READER INTERFACE MODULES
QTY 5 -TRANSORBS

Price
6,515.00

REPLACED 2 CONTROLLERS & 5 READER MODULES. PROGRAMMED NEW PANELS &
CREATED BACKUP FILE. DIAGNOSED PROBLEMS WITH STRIKES. STRIKES BACK
FEEDING TRANSIENT VOLTAGE BACK TO PANEL AND LOCKING UP NEW PANEL.
INSTALL TRANSORBS ONTO EACH STRIKE. VERIFY PROPER GROUNDING ON EACH
READER AND PANEL GROUNDING. VERIFIED PROPER OPERATION OF ALL 5 DOORS
WITH TIM THE ASSISTANT DIRECTOR.

Shipment Number Shipment Date Note

1354385 Jan 10, 2022 ERROL 205.339.2494
ELECTRIC STRIKES NOT WORKING
***NEED KEY GET INTO THE EQUIP BOX ***

Pre-Tax Total	:	6,515.00
AL-Alabama State	:	0.00
AL-Tuscaloosa Co CL	:	0.00
AL-Northport Ci	:	0.00
Amount Due	:	6,515.00

REMIT TO
Cook & Boardman Group, LLC
Div. 300
P.O. BOX 117343
ATLANTA, GA 30368-7343

RECEIVED
JAN 20 2022

BY: _____

Printed Jan 20, 2022 4:12 PM

Page 1 of 1

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8C7

MEETING DATE: March 7th, 2022

SUBJECT: PO Request for one PROFLEXX Stretcher

Consent Agenda	X	Action Agenda	Public Hearing
----------------	---	---------------	----------------

First Reading	Second Reading	Other
---------------	----------------	-------

Prepared By: Cody Kornegay

Approved By: Bart Marshall

Summary: This is a Purchase Order Request for the purchasing of one PROFLEXX 35XST Stretcher. These items are to be utilized by Northport Fire Rescue and will be installed on the new 2022 Ford F550 Gas Regular Cab 4x4 Rescue Truck. This stretcher will replace the previous one quoted for the HGAC purchased Ford F550 Rescue Truck on July 19th, 2021. The cost savings will be \$1018.20.

Alternatives: Dent the request

Recommendation: To approve the PO request for the purchasing of one stretcher and one floor fastening system.

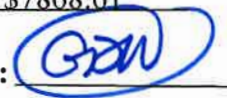
Funding Source/GL Code: GL Code No.: 01-35-600-80000

Amount: \$7868.61

Finance Director Approval: _____



City Administrator Approval: _____



Motion for Consideration: Approval of the Consent Agenda will approve this request.

REQ: 101-777



877.733.0911
www.Ferno.com

Quote Prepared For Our Valued Customer:
NORTHPORT FIRE

Account ID: 41555900

Quote #: 14482

Customer Contact:
Roger Potter

Billing Address:
NORTHPORT FIRE

Shipping Address:
NORTHPORT FIRE

3500 MCFARLAND BLVD
NORTHPORT, AL
35476

5500 Hwy 69N
Northport, AL
35476

Terms: TBD

Valid Until: Mar 31, 2022 Freight Quote #: Q#
88079

Carrier: R&L

FOB Origin: TBD

Your Sales Representative is:

Alex Lester
a.lester@ferno.com
(251) 401-2571

Your Customer Service Contact is:

Diana Hornsby
d.hornsby@ferno.com
(877) 733-0911

Quantity	Item #	Product	Customer Price
1	0015793	35-XST PROFLEXX RED UNIV S/A - 35XST Stretcher "Rescue Red" includes: Universal Side Arms, Mattress and Restraints.	\$ 6,956.80
1	0087172	513-13 IV POLE PRO-FLEXX	\$ 329.60
1	0822406	SOFTNET,W/ZIP POCKET,STAT TRAC	\$ 187.20
1	0822111	KIT, O2 BACKREST MOUNT	\$ 254.40

Hard Copy PO Required? ☐ Yes ☐ No

Approval: _____

Printed Name

Signature

Credit Card: _____ Secure Code: _____ Exp: _____

Subtotal: \$ 7,728.00

Sales Tax: \$ 0.00

Shipping Quote: \$ 140.61

Your Price: \$ 7,868.61

Comments: Shipping cost is estimated and will be updated at time of order. To process order, please send PO or signed FERNO Quote to a.lester@ferno.com. Thank you for this opportunity! -Alex

Order subject to credit approval by Ferno. If not quoted, shipping and any applicable sales tax will be added to invoice. Credit cannot be allowed on returns of special or modified items. Prices and specifications are subject to change without notice.

70 Weil Way / Wilmington, Ohio 45177 / info@ferno.com / 888.388.1349 FAX

**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 8c8
MEETING DATE: March 7, 2022
SUBJECT: Requisition request to Shi International Corp.

Consent Agenda X	Action Agenda X	Public Hearing
------------------	-----------------	----------------

First Reading	Second Reading	Other X
---------------	----------------	---------

Prepared By: Brandi Hambright	Approved By: Scott Murphy
--------------------------------------	----------------------------------

Summary: The IT Department requests requisition approval to Shi International Corp., for renewal of licensing software for Azure and Office 365 for 265 users. The total price is \$80,175.75 annually. This is a budgeted expense. Requisition No. 101780.

Alternatives: Deny the request.

Recommendation: It is recommended that this request be approved.

Funding Source/GL Code: GL Code No. 01-22-000-50111; Software-License & Maintenance;
Amount: \$80,175.75; Finance Director Approval: ; City Administrator Approval: 

Motion for Consideration: Approval of the Consent Agenda will approve this request.



Pricing Proposal
Quotation #: 18447723
Created On: 2/11/2020
Valid Until: 3/12/2020

City of Northport

Jonathan Fikes

AL
United States
Phone: 205-246-6447
Fax:
Email: jfikes@cityofnorthport.org

Sr. Inside Account Executive

Bryan Hunt

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7651
Fax: 732-564-8224
Email: Bryan_Hunt@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Office 365 (Plan G3) - Subscription license (1 month) - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: AAA-11894 Coverage Term: 4/1/2020 - 3/31/2021	265	\$217.73	\$57,698.45
2 Microsoft Office 365 (Plan G3) - Subscription license (1 month) - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: AAA-11894 Coverage Term: 4/1/2021 - 3/31/2022	265	\$217.54	\$57,648.10
3 Microsoft Office 365 (Plan G3) - Subscription license (1 month) - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: AAA-11894 Coverage Term: 4/1/2022 - 3/31/2023	265	\$217.54	\$57,648.10
4 Microsoft Azure Active Directory Premium P2 - Subscription license (1 month) - 1 user - hosted - EA Subscription - All Languages Microsoft - Part#: 6E6-00003 Coverage Term: 4/1/2020 - 3/31/2021	265	\$85.01	\$22,527.65
5 Microsoft Azure Active Directory Premium P2 - Subscription license (1 month) - 1 user - hosted - EA Subscription - All Languages Microsoft - Part#: 6E6-00003 Coverage Term: 4/1/2021 - 3/31/2022	265	\$85.01	\$22,527.65
6 Microsoft Azure Active Directory Premium P2 - Subscription license (1 month) - 1 user - hosted - EA Subscription - All Languages Microsoft - Part#: 6E6-00003 Coverage Term: 4/1/2022 - 3/31/2023	265	\$85.01	\$22,527.65
Subtotal			\$240,577.60
Total			\$240,577.60

Additional Comments