

NORTHPORT CITY COUNCIL MEETING
MONDAY, OCTOBER 6, 2025
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Proclamation Recognizing PBR

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. Second Reading, Ordinance repealing Section 2-38 of Chapter 2 of the Northport Municipal Code pertaining to Council Committees - Ron Davis

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

b. Resolutions of a Temporary Nature

- 1. Resolution related to certain restrictions on Retiree Health and Dental Insurance - Joseph Rose
- 2. Resolution authorizing a Cost-of-Living Adjustment (COLA) for the Municipal Court Judge and the Municipal Court Prosecutor - Ron Davis
- 3. Resolution authorizing the City Administrator to enter a Lease Agreement for Northport Civitan Park - Ron Davis
- 4. Resolution Awarding Bid for Vineyards Pump Station Rehabilitation Project - John Webb
- 5. Resolution Authorizing the Mayor to Execute an Agreement with the Alabama Department of Transportation for Fiscal Year 2025 Transportation Alternative Program Funds - Brad Matthews
- 6. Resolution Authorizing the City Administrator to Execute Change Order No. 1 with Taylor Electrical Contractors for River Run Park — Package No. 5 - Brad Matthews
- 7. Resolution Authorizing the City Administrator to Execute a Professional Service Contract with TTL, Inc. for Downtown Streetscape - Phase IV - Brad Matthews
- 8. Resolution Authorizing the City Administrator to Execute a Professional Service Contract with Duncan Coker Associates, P.C. for Mark's Mart Storm Drainage Repairs - Brad Matthews
- 9. Resolution Establishing the Fee for Vacating the Public Right-of-Way in the City of Northport - A Portion of Park Court - Brad Matthews

c. Consent Agenda

- 1. Minutes, September 22, 2025 - Tera Tubbs
- 2. Bill Listing - Tera Tubbs
- 3. Purchase Requisition, Diffusers and Connectors for Aeration Basin at WWTP, Parkson Corporation, \$30,876.00 - John Webb
- 4. Purchase Requisition, Yearly Lab Testing at Water Treatment Plant, Pace Analytical Services, LLC., \$35,000.00 - John Webb
- 5. Purchase Requisition, Yearly Lab Testing for the Water Treatment Plant, Living Water Services, LLC., \$20,000.00 - John Webb
- 6. Purchase Requisition, Yearly Lab Testing for the Wastewater Treatment Plant, Living Water Services, LLC., \$10,000.00 - John Webb

7. Purchase Requisition, Yearly Sludge Hauling Fees for Wastewater Treatment Plant, Warrior Waste Services, LLC., \$63,495.00 - John Webb
8. Purchase Requisition, Yearly Tipping Fees for Wastewater Treatment Plant, Black Warrior Solid Waste, \$60,000.00 - John Webb
9. Purchase Requisition, Flooring for Utilities Billing Office, Crimson Carpet & Flooring, \$11,050.00 - John Webb
10. Purchase Requisition, Utilities Department Employee Uniforms, Unifirst Uniform Services, \$15,000.00 - John Webb
11. Purchase Requisition, Knight Signs Industries, Bronze Signage and Installment for City Parks, \$15,000.00 - Tera Tubbs
12. Purchase Requisition, Quarterly SCADA Network Software Updates, Electric Machine Control, Inc., \$15,860.00 - John Webb
13. Purchase Requisition, CDWG, License Renewal, \$62,429.00 - Scott Murphy
14. Purchase Requisition, Ricoh, Software Renewal for Ransomware Protection, \$20,980.00 - Scott Murphy
15. Purchase Requisition, Track Loader with Rotating Fork & Cutting Edge Bucket; Capital Tractor, \$91,969.00 - Brooke Starnes
16. Purchase Requisition, Asphalt for Construction Projects (as needed); S.T. Bunn Construction, not to exceed \$25,000.00 - Brooke Starnes
17. Purchase Requisition, Concrete for Construction Projects (as needed); Ready Mix USA, not to exceed \$10,000.00 - Brooke Starnes
18. Purchase Requisition, Fill Dirt for Construction Projects (as needed); Todd Shirley Grading, Inc., not to exceed \$5,000.00 - Brooke Starnes
19. Purchase Requisition, Stone & Crusher Run for Construction Projects (as needed); Davis Materials, Inc., not to exceed \$20,000.00 - Brooke Starnes
20. Purchase Requisition, Tires for Garbage & Trash Trucks (as needed); Southern Tire Mart, Inc., not to exceed \$30,000.00 - Brooke Starnes
21. Purchase Requisition, Carahsoft, OKTA License Renewal, \$54,336.40 - Scott Murphy
22. Purchase Requisition, Public Works Department Employee Uniform Pants & Work Boots; Ervin's Workwear & Boots, \$34,000.00 - Brooke Starnes
23. Purchase Requisition, Lowes Pro, Tiger Park Pavillions, \$9,008.30 - Tera Tubbs
24. Purchase Requisition, Tires for Police Vehicles (as needed); Southern Tire Mart, Inc., not to exceed \$20,000.00 - Brooke Starnes
25. Purchase Requisition, Routine Maintenance Parts for Police Vehicles (as needed); Northport Auto Supply, not to exceed \$15,000.00 - Brooke Starnes, Gerald Burton

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

a. Engineering

b. Legal Department

1. Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1902 Hudson Bay Drive - Ron Davis

c. Planning Inspections Department

1. Second Reading, Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 1203 EJ James Jr Parkway. - Julie Ramm
2. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure Located at 2801 17th Avenue. - Julie Ramm

d. Police Department

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT



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

AGENDA ITEM NO. 8.a.1.

MEETING DATE: October 6, 2025

SUBJECT: Second Reading, Ordinance repealing Section 2-38 of Chapter 2 of the Northport Municipal Code pertaining to Council Committees

Unfinished Business: X

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

The incoming City Council has requested the repeal of this code section to allow them to operate by Work Sessions rather than by Council Committees. This repeal will not become effective until the incoming City Council is sworn in on November 3, 2025.

Recommendation:

That you adopt the attached Ordinance

Funding Source/GL Code:

GL Code No. N/A Amount: N/A

Motion for Consideration:

I move to adopt the Ordinance repealing Section 2-38 of Chapter 2 of the Northport Municipal Code pertaining to Council Committees.

ORDINANCE NO.

**ORDINANCE REPEALING SECTION 2-38 OF CHAPTER 2 OF THE NORTHPORT
MUNICIPAL CODE PERTAINING TO COUNCIL COMMITTEES**

WHEREAS, the newly elected City Council has indicated that it wishes to operate through Council Work Sessions rather than Council Committees; and

WHEREAS, the incoming City Council has requested the current City Council repeal Section 2-38 of the Northport Municipal Code related to Council Committees effective November 3, 2025.

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

1. The City hereby repeals Section 2-38 of Chapter 2 of the Northport Municipal Code relating to Council Committees, 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 November 3, 2025.

ORDAINED this the 6th day of October, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

APPROVED this the 6th day of October, 2025.

Dr. John Hinton, 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.

Tera Tubbs, Interim City Administrator

1st Reading: September 22, 2025
Motion By: Bobo
2nd Reading: October 6, 2025
Motion By:
Second By:
Publication:

EXHIBIT “A”

Sec. 2-38. Committees.

- (a) ~~Upon being sworn in to office the city council shall, by resolution of a temporary nature, appoint a finance committee consisting of the mayor, the city administrator, the city finance director and two members of the city council. The finance committee shall meet at least quarterly and shall have the authority to receive financial information, financial reports and audits, and to review all financial matters of the city. The finance committee shall also be authorized to make financial reports and recommendations to the city council.~~
- (b) ~~The city administrator shall record the minutes of all finance committee meetings and such minutes shall be permanently maintained and shall be a public record after adoption by the city council.~~
- (c) ~~The city council shall have the authority, by passage of a resolution of a temporary [nature], to establish additional committees of the council necessary to assist the council in the execution of its responsibilities. Unless otherwise authorized by the city council, additional committees established by the city council shall be advisory only and shall report to the city council as specified in the establishing resolution.~~

~~(Code 1990, § 2-27; Ord. No. 1469, § 1, 7-7-03; Ord. No. 1731, § 1, 5-24-10)~~

Repealed effective November 3, 2025.



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: October 6, 2025

SUBJECT: Resolution related to certain restrictions on Retiree Health and Dental Insurance

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Joseph Rose

Summary:

Regular full-time employees hired before January 1, 2026, are eligible for retiree health and dental insurance through the City of Northport at the existing amount presently paid by the current retirees on the city's health and dental insurance plan (Single Health: \$99; Family Health: \$443 & Single Dental: \$19, Family Dental: \$60) provided they retire either through service or disability with the Retirement Systems of Alabama (RSA).

This resolution establishes new requirements and benefits for retirees' health and dental insurance for all new employees hired by the City of Northport on or after January 1, 2026. This was recommended by the Administrative Committee at their regular meeting of September 22, 2025.

Recommendation:

Adopt the attached resolution

Funding Source/GL Code:

GL Code No. N/A Amount: N/A

Motion for Consideration:

I move to adopt the resolution establishing new requirements and benefits for retirees' health and dental insurance for all new employees hired by the City of Northport on or after January 1, 2026.

RESOLUTION NO. 25 -

RESOLUTION RELATED TO CERTAIN RESTRICTIONS ON RETIREE HEALTH AND DENTAL INSURANCE

WHEREAS, the City Council by Resolution 19-62 adopted the City of Northport Handbook for all City of Northport employees; and

WHEREAS, the City Council by Resolution 19-64 requires that all major policy changes to the Employee Handbook shall be approved by a majority vote of the City Council; and

WHEREAS, the City of Northport provides its employees with self-insured medical insurance and dental insurance coverage; and

WHEREAS, the City Council wishes to update the City of Northport's policy related to Retiree Health and Dental Insurances to protect the integrity and strengthen the Northport Employee Health Insurance Fund to help keep the active employee contributions as low as economically feasible.

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

1. The City of Northport hereby adds Section 311A to the City of Northport Employee Handbook as fully set forth in Exhibit "A" which is attached hereto, and which changes are incorporated herein by reference.
2. Section 311A shall become effective on any employee of the City of Northport hired on or after January 1, 2026.
3. All current employees, all currently retired employees and all new employees hired before January 1, 2026, remain eligible for retiree health and dental insurance through the City of Northport at the existing amount paid by current retirees on the City's health and dental insurance plan provided they retire either through service or disability with the Retirement Systems of Alabama (RSA).
4. Existing amounts paid by current city employees and by current city retirees may be changed from time to time as necessary by vote of the City Council.

RESOLVED AND DONE THIS 6th DAY OF OCTOBER, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Tera Tubbs, Interim City Administrator

Reading: October 6, 2025
Motion By:
Second By:

EXHIBIT “A”

311A Retiree Health & Dental Insurance

Regular full-time employees hired before January 1, 2026, are eligible for retiree health and dental insurance through the City of Northport at the existing amount presently paid by current retirees on the city’s health and dental insurance plan provided they retire either through service or disability with the Retirement Systems of Alabama (RSA).

Existing amounts paid per month by current retirees are as follows:

Single Health: \$99 Family Health: \$443 Single Dental: \$19 Family Dental: \$60

Regular full-time employees hired on or after January 1, 2026, are eligible for retiree health and dental insurance through the City of Northport at the existing amount presently paid by current retirees on the city’s health and dental insurance plan provided they retire either through service or disability with the Retirement Systems of Alabama (RSA) and have worked with the City of Northport for at least ten (10) years.

**The existing amount presently paid by current retirees is subject to change based on recommendations provided by insurance carrier and/or approved changes by the City Council.*



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: October 6, 2025

SUBJECT: Resolution authorizing a Cost-of-Living Adjustment (COLA) for the Municipal Court Judge and the Municipal Court Prosecutor

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

The City of Northport recently adopted the FY2026 budget which included a 6% Cost of Living Adjustment (COLA) for all full-time employees. This resolution will authorize a 6% Cost of Living Adjustment (COLA) for the contract positions of Municipal Court Judge and the Municipal Court Prosecutor.

Recommendation:

Approve the attached resolution authorizing a cost-of-living adjustment for the Municipal Court Judge and the Municipal Court Prosecutor in the amount of 6% effective the pay period beginning November 1, 2025.

Funding Source/GL Code:

GL Code No.

Motion for Consideration:

I move to adopt the resolution authorizing a cost-of-living adjustment in the amount of 6% for the Municipal Court Judge and the Municipal Court Prosecutor effective with the pay period beginning November 1, 2025, and any future COLA's given by the City while they hold these positions.

RESOLUTION NO. 25 -

RESOLUTION AUTHORIZING A COST-OF-LIVING ADJUSTMENT (COLA) FOR THE MUNICIPAL COURT JUDGE AND THE MUNICIPAL COURT PROSECUTOR

WHEREAS, the City of Northport recently adopted the FY2026 budget which included a 6% Cost of Living Adjustment (COLA) for all full-time employees; and

WHEREAS, both the Municipal Court Judge, and the Municipal Court Prosecutor positions are contract positions; and

WHEREAS, the City Council of the City of Northport wishes to authorize a 6% COLA adjustment for the Municipal Court Judge, and the Municipal Court Prosecutor and further authorize these two positions receiving any additional COLA's given to city employees in the future.

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

1. The Municipal Court Judge is hereby awarded a Cost-of-Living Adjustment (COLA) in the amount of six percent (6%).
2. The Municipal Court Prosecutor is hereby awarded a Cost-of-Living Adjustment (COLA) in the amount of six percent (6%).
3. These two positions shall also receive any additional COLA's given to city employees in the future.
4. This adjustment shall become effective with the pay period beginning on November 1, 2025.

RESOLVED AND DONE THIS 6th DAY OF OCTOBER, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: October 6, 2025

Motion By:

Second By:



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: October 6, 2025

SUBJECT: Resolution authorizing the City Administrator to enter a Lease Agreement for Northport Civitan Park

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

The Northport Civitan Club has requested a modified lease agreement to only include the grounds where the building is situated at the Northport Civitan Park. The Northport Civitan Club has leased the Civitan Park from the City of Northport since 1987. Since that time, the Civitan Club has operated said building and park for the use of the citizens and has been a good steward of the City's property. The Civitan's have requested a modified lease renewal for a period of ten (10) years as well as a modified lease agreement. The terms of the modified lease agreement will be from November 2026 until November 2036. This was recommended by the Administrative Committee at their regular meeting of September 22, 2025.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to enter a Lease Agreement with the Northport Civitan Club, Inc. for the building at Northport Civitan Park.

RESOLUTION NO. 25 -

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER A LEASE AGREEMENT FOR NORTHPORT CIVITAN PARK

WHEREAS, the City of Northport has leased the Northport Civitan Park to the Northport Civitan Club, Inc. since 1987; and

WHEREAS, since that time the Northport Civitan Club, Inc. has successfully operated said park for use by the citizens of Northport; and

WHEREAS, the Civitan's have requested lease modifications and a renewal for a period of ten (10) years; and

WHEREAS, the City of Northport currently has a lease agreement with the Northport Civitan Club, Inc. that expires on November 21, 2026; and

WHEREAS, the City of Northport wishes to enter a new lease agreement for the continuation of the operation of this building with the Northport Civitan Club, Inc. for an additional ten (10) year period. The terms of the renewal lease agreement are November 1, 2026, until November 1, 2036.

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

1. The City Administrator is hereby authorized to enter a ten-year (10) lease agreement with the Northport Civitan Club, Inc. for the building located at Northport Civitan Park a copy of which is attached hereto as Exhibit "A".
2. The terms of the lease agreement are November 1, 2026, until November 1, 2036.

RESOLVED AND DONE THIS 6th DAY OF OCTOBER, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Tera Tubbs, Interim City Administrator

Reading: October 6, 2025
Motion By:
Second By:

EXHIBIT “A”

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

MAIN AVENUE PARK DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into effective the 1st day of November, 2025, by and between THE CITY OF NORTHPORT, ALABAMA, a municipal corporation (“Northport”), and the NORTHPORT CIVITAN CLUB, INC. (the “Club”).

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

WHEREAS, Northport and the Club have development of the Main Avenue Park pursuant to an agreement entered on or about November 21, 2016, wish to continue this mutual undertaking on the terms and conditions hereinafter set out.

THEREFORE, in consideration of Ten Dollars (\$10.00), the receipt and legal sufficiency of which are hereby acknowledged, and the mutual covenants and conditions hereinafter contained, the parties hereto commit and bind themselves as follows:

1. SERVICE:

In consideration of City's permitting the Club to develop and operate the building located on the premises described in Exhibit “A” hereto, the Club agrees that it shall provide all capital improvements at the Main Avenue Park building at no cost to Northport according to site plans prepared and approved by Northport prior to any work being done. Said improvements shall be undertaken incrementally and according to the Club's schedule; provided such schedule receives the approval of Northport. Approval of the construction schedule and timing of development of the building shall not be unreasonably withheld by Northport and shall take into consideration the resources of the Club in terms of manpower and capital for the project.

2. MAINTENANCE:

All ordinary and routine maintenance of the building and its improvements installed by the Club shall be provided by the Club; the City shall be responsible for maintenance of paved areas and all other outdoor areas located in the Main Avenue Park. The sole responsibility of the Club is a ground lease only of the site where the building is located. All control and maintenance of the park itself would be the responsibility of the City. The only maintenance responsibility of the Club would be the building itself.

3. LICENSES, PERMITS, ETC.:

The Club agrees that, if required, it shall obtain, at the expense of Club, all necessary governmental permits authorizing the Club to perform the services herein specified and such permits shall be conditioned upon such terms as the West Alabama District Health Department or other applicable governing bodies shall deem appropriate. The Club agrees to use, if any, only

vendors, contractors, sub-contractors, suppliers and other businesses which are duly licensed and authorized to do business in the City of Northport. The Club shall supply Northport, on request, with lists of said vendors, contractors and businesses, if any, used in the development of the building.

4. PARK AND PARK NAME:

Northport agrees to maintain the property in question as a public park for the term hereof and shall name the Main Avenue Park as the "Northport Civitan Park" for the term hereof.

5. CONSIDERATION AND PAYMENT TERMS:

Northport and the Club shall pay to each One and no/100 dollars (\$1.00) cash in hand to be paid on the date of the agreement first written above.

6. TERMS:

The term of this agreement shall be for ten (10) years from the date of the agreement and may be extended for an additional ten (10) year period by the mutual written agreement of the parties; provided, however, that either party may terminate this agreement by providing the other party with at least sixty (60) days prior written notice thereof.

7. AMENDMENT:

This Contract may be amended at any time during its term by mutual consent acknowledged in writing at least thirty (30) days prior to said amendment.

8. INSURANCE AND INDEMNITY:

The Club agrees to hold Northport, its officials, officers, agents, servants, employees and attorneys, and their respective heirs, personal representatives, successors and assigns, harmless and indemnify the same from any and all claims, injuries, suits, demands, damages, judgments and decrees which may arise on account of any act or omission involving the Northport Civitan Park and/or the Club, its agents, members, servants, employees, licensees or invitees, including, without limitation, reasonable attorney's fees and legal expenses, whether such act or omission or any injury or damage therefrom has already occurred or may occur in the future. The Club shall name Northport, its officials, officers, agents, servants, employees and attorneys, and their respective heirs, personal representatives, successors and assigns, as additional insureds to its comprehensive liability insurance policy with minimum coverage of \$1,000,000.00 per occurrence. Such a policy requires a minimum of thirty (30) days prior written notice to Northport before cancellation thereof shall become effective.

9. THE CLUB'S PERSONNEL:

The Club agrees that it shall assign only qualified persons to perform its duties under this agreement and the Club shall upon request give to Northport any information regarding the names and experience of the personnel for the performance of this agreement.

10. INSTALLATION AND ACCEPTANCE OF PARK IMPROVEMENTS:

A. Due to Northport's ownership of the park, Northport reserves the right of approval of all plans, specifications, equipment, utilities, structures, monuments, and all other materials and improvements to be installed in the park. Said approval will not be unreasonably withheld and Northport will endeavor to work with the Club on all such improvements to seek mutual agreement.

B. Northport agrees to allow the Club, subject to ratification by Northport, to control other groups, associations, clubs, businesses, corporations, and individuals wishing to contribute labor and materials to the building and to this end Northport agrees to allow the Club exclusive rights over the installation of all building improvements subject to the other terms hereof. Northport, however, reserves final authority in all matters and reserves the right to install any and all improvements to the park which it may deem to be in the best interests of Northport.

C. All equipment, utilities, structures, monuments and all other materials and improvements installed shall, by resolution of the City Council, be dedicated to Northport after inspection and acceptance by the City Engineer of Northport. Upon completion of any or all improvements the Club shall notify the City Engineer in writing who shall then inspect said improvements within ten (10) working days and make his recommendations to the City Council at their next regular meeting, stating whether the improvements should be accepted, rejected or accepted with modifications.

11. EQUAL OPPORTUNITY:

The Club agrees to at all times operate and act in full compliance with all federal, state and local laws, rules and regulations, including, without limitation, antidiscrimination laws, the Americans with Disabilities Act, criminal laws and tax and licensing laws.

12. BANKRUPTCY:

It is agreed that if the Club makes an assignment for the benefit of creditors or files or has filed a petition against it in bankruptcy, then at the sole option of Northport this agreement may be terminated effective the day and the time any such bankruptcy has been filed.

13. PUBLIC USE OF THE PARK:

The Club understands and agrees that the park and the improvements thereon shall be open to the public at all times, subject only to reasonable hours of operation as may be set by Northport.

14. HANDICAPPED REQUIREMENTS:

The Club agrees that all facilities and improvements to the park shall be accessible to the handicapped and meet the requirements of the Americans with Disabilities Act.

15. RIGHT TO REQUIRE PERFORMANCE:

The failure of Northport at any time to require performance by the Club of any provision hereof shall in no way affect the right of Northport to enforce the same. Further, no waiver by Northport of any breach of any provision hereof by the Club shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

16. LAW GOVERNING:

This agreement shall be governed by the laws of the State of Alabama both as to its interpretation and performance.

17. COMPLIANCE WITH LAWS:

The Club agrees to conduct operations under this agreement in compliance with all applicable laws, ordinances and regulations.

18. ILLEGAL PROVISIONS:

If any provision of this agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

19. BOOKS AND RECORDS:

The Club shall maintain generally accepted accounting records of its activities and performance under this contract, and Northport shall have the right to inspect and copy such records during normal business hours.

20. MODIFICATION:

This contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. This contract amends the agreement entered by the parties on or about November 21, 2016.

Any notice or communication required or necessary under this agreement should be forwarded to the parties at the following addresses:

THE CLUB: Northport Civitan Club, Inc.
5250 Summerfield Dr. E.
Tuscaloosa, AL 35404

NORTHPORT: The City of Northport
Attention: City Administrator
Post Office Box 569
Northport, Alabama 35476

IN WITNESS WHEREOF, the parties hereunder set their hands and seals on the day and date first written above.

**CITY OF NORTHPORT
a Municipal Corporation**

BY: _____

Tera Tubbs, Interim City Administrator

**NORTHPORT CIVITAN CLUB, INC.
a Non-Profit Corporation**

BY: _____

ITS: _____

**STATE OF ALABAMA
TUSCALOOSA COUNTY**

I, the undersigned authority, a Notary Public, hereby certify that Tera Tubbs, as Interim City Administrator of the City of Northport, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such officers with full authority, executed the same voluntarily on the day the same bears date from and as the act of said municipal corporation.

Given under my hand and official seal, this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA
TUSCALOOSA COUNTY

I, the undersigned authority, a Notary Public, hereby certify that _____, whose name as _____, of Northport Civitan Club, Inc. a non-profit corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer with full authority, executed the same voluntarily on the day the same bears date from and as the act of said municipal corporation.

Given under my hand and official seal, this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT “A”

Legal Description: Northport Civitan Park

A part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 16, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama; said parcel being more particularly described as follows: "Begin at the Northeast corner of Section 16, Township 21 South, Range 10 West, run thence South along the East margin of said Section 16 for a distance of 525 feet to a point; thence run West along a line parallel with the North boundary line of Section 16, for a distance of 929.4 feet to" a point; "thence turn left 128 degrees 31 minutes and run 152 feet along the West margin of Bellwood Drive" to the point of beginning; thence continue in a Southeasterly direction and along the West boundary of Bellwood Drive for a distance of 229.86 ft. to a point; thence with a deflection angle of 53°-54' to the right, run in a Southerly direction for a distance of 442.34 ft. to a point; thence with a deflection angle of 92°-20' to the right, run in a Westerly direction for a distance of 361.16 ft. to a point, said point lying on the East boundary of Main Avenue, Northport; thence with a deflection angle of 65°-34' to the right, run in a Northerly direction and along the East boundary of Main Avenue, Northport, for a distance of 424.15 ft. to the point of curvature of a curve concave West, having a delta of 23°-57' and a centerline tangent of 152.2 ft.; thence with a deflection angle of 4°-30' to the left, run in a Northerly direction and along the curving East boundary of Main Avenue, Northport, for a chord distance of 118.31 ft. to a point; thence with a deflection angle of 6°-34' to the left, continue in a Northerly direction and along the curving East boundary of Main Avenue, Northport, for a chord distance of 27.03 ft. to a point; thence with a deflection angle of 113°-11' to the right, run in an Easterly direction for a distance of 159.22 ft. to a point; thence with a deflection angle of 6°-41' to the right, run in an Easterly direction for a distance of 245.95 ft. to the point of beginning; said parcel containing 5.80 acres, more or less.



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: October 6, 2025

SUBJECT: Resolution Awarding Bid for Vineyards Pump Station Rehabilitation Project

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

On September 24, 2025, the Utilities Department accepted bids for the Vineyards Pump Station Rehabilitation Project. The lowest bidder meeting specifications is Price Civil Services, Inc., in the amount of \$258,450.00, as shown in the attached bid tabulation.

Recommendation:

Award the bid for the Vineyards Pump Station Rehabilitation Project to the lowest bidder meeting specifications as shown in the attached bid tabulation.

Funding Source/GL Code:

GL Code No. 50-39-600-81507 Amount: \$258,450.00

Motion for Consideration:

I move to approve the resolution awarding the bid for the Vineyards Pump Station Rehabilitation Project to Price Civil Services, Inc., the lowest qualified bidder meeting specifications and authorize the City Administrator to execute the necessary documents for the project.

RESOLUTION NO. 25-

**RESOLUTION AWARDING BID FOR VINEYARDS PUMP STATION
REHABILITATION PROJECT**

WHEREAS, the Utilities Department accepted bids on September 24, 2025 for the Vineyards Pump Station Rehabilitation Project ; and

WHEREAS, two (2) bids were accepted; and

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

- 1) The city council awards the bid to Price Civil Services, Inc., the lowest bidder meeting specifications in the bid tabulation attached as “Exhibit A”, in the amount of \$258,450.00.
- 2) That the City Administrator is hereby authorized to execute the necessary documents and requisition needed to proceed with the project.

RESOLVED AND DONE THIS _____ DAY OF _____ 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: _____, 2025

Motion: _____

Second: _____

EXHIBIT A



Providing Solutions for Water, Wastewater, and Storm Water Problems

4700 Highway 69 North • Northport AL 35473

Phone (205) 330-0098 • Fax (205) 330-0099

September 25, 2025

Mr. John Powell Webb, P.E., Utilities Director
City of Northport
3500 McFarland Boulevard
Northport, Alabama 35476

Re: Recommendation to Award
Vineyards Pump Station Rehabilitation
City of Northport, Alabama

Dear John Powell:

Bids for the Vineyards Pump Station Rehabilitation for the referenced project were received and opened on, Wednesday, September 24, 2025, at 10:00 a.m., in the Council Chambers of Northport City Hall. Enclosed is the Certified Bid Tabulation, which shows Price Civil Services, Inc. to be the lowest responsible bidder for both contracts.

It is recommended that the City award Price Civil Services, Inc. the construction contract for the Vineyards Pump Station Rehabilitation for the total base bid amount of \$258,450.00.

Please let me know if you have any questions or comments.

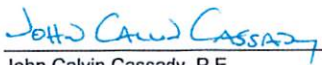
Sincerely yours,

THE CASSADY COMPANY, INC.

Calvin Cassady, P.E.

/pce

cc: File 25-104
Kevin Turner, Deputy Director of Utilities
Cynthia Davis, Utilities Operations Manager

CERTIFICATE				TABULATION OF BIDS			
I, John Calvin Cassady, P.E., a Registered Professional Engineer in the State of Alabama and of the firm, The Cassady Company, Inc., do hereby certify that, to the best of my knowledge, the following Tabulation of Bids is true and correct.  John Calvin Cassady, P.E. Alabama Registration No. 18184				For the construction of Vineyards Pump Station Rehabilitation for the City of Northport, Alabama with bids opened at 10:00 a.m., local time, on Wednesday, September 24, 2025, in the Council Chambers of Northport City Hall.			
				Price Civil Services, Inc. 12339 Bama Rock Garden Road Vance, Alabama 35490 Alabama License No. 48855		Apex Civil Construction, LLC. 13552 Wheat Circle Coker, Alabama 35452 Alabama License No. 58954	
BID ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1.0	L.S.	Mobilization (Maximum 5% of Total Base Bid)	\$10,000.00	\$10,000.00	\$10,227.00	\$10,227.00
2	1.0	L.S.	Demolition	\$8,201.82	\$8,201.82	\$20,000.00	\$20,000.00
3	1.0	L.S.	Wastewater Flow Control	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00
4	1.0	L.S.	Vineyards Pump Station - Replace Existing Suction Lift Station with Smith and Loveless, Well-Mounted, Model S, 4-Inch Piping Suction Lift Station, or Pre-Approved Equal	\$170,723.50	\$170,723.50	\$170,641.28	\$170,641.28
5	1.0	L.S.	Temporary Bypass Connection / Yard Piping	\$7,261.88	\$7,261.88	\$43,157.21	\$43,157.21
6	1.0	L.S.	Electrical and SCADA	\$46,195.60	\$46,195.60	\$39,460.00	\$39,460.00
7	1.0	L.S.	Replace Existing Fencing with New 6-Foot Fencing	\$8,032.20	\$8,032.20	\$8,582.20	\$8,582.20
8	1.0	L.S.	Site Restoration	\$3,000.00	\$3,000.00	\$12,650.00	\$12,650.00
9	1.0	L.S.	Tree Removal	\$2,035.00	\$2,035.00	\$1,900.00	\$1,900.00
TOTAL BASE BID					\$258,450.00		\$315,617.69 *



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: October 6, 2025

SUBJECT: Resolution Authorizing the Mayor to Execute an Agreement with the Alabama Department of Transportation for Fiscal Year 2025 Transportation Alternative Program Funds

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

The City of Northport submitted a Transportation Alternative Program grant application to the Alabama Department of Transportation (ALDOT) for the Downtown Streetscape Phase IV project. Funding for the project has been approved in the amount of \$800,000. Receipt of grant funding requires execution of an agreement with ALDOT. A 20% match in the amount of \$200,000 is required. Matching funds have been budgeted in the 2025 Northport First Grant Match funds.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54400 Amount: \$200,000.00

Motion for Consideration:

I move that the City Council authorize the Mayor to execute an agreement with the Alabama Department of Transportation for award of the Fiscal Year 2025 Transportation Alternative Program grants funds for the Downtown Streetscape Phase IV project.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR FISCAL YEAR
2025 TRANSPORTATION ALTERNATIVE PROGRAM FUNDS**

WHEREAS, the City of Northport submitted a grant application for the Fiscal Year 2025 Transportation Alternatives Program (TAP) grant for the Downtown Streetscape Phase IV project; and,

WHEREAS, the City of Northport has been awarded \$800,000 for the project; and,

WHEREAS, the City of Northport is responsible for 20% of the project costs, currently calculated to be \$200,000, and any project costs that exceed grant funding.

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

1. The Mayor is hereby authorized to execute an agreement with the Alabama Department of Transportation for Fiscal Year 2025 Transportation Alternative Program grant funds; and,
2. That the City of Northport is responsible for 20% of the project costs, currently calculated to be \$200,000, and any project cost that exceeds grant funding; and,
3. That the City Administrator and his/her designee is authorized to execute any and all related documentation in relation to the grant award.

RESOLVED AND DONE THIS 6th DAY OF OCTOBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: October 6, 2025

Motion: _____

Second: _____

**CONSTRUCTION
AGREEMENT
FOR A
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF NORTHPORT
Tuscaloosa County**

**Project No. TAPSU-TA26(913)
CPMS Ref# 100080886**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Northport, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the downtown streetscape and sidewalk improvements along Bridge Ave. from 5th St. to 1st St.;
Project# TAPSU-TA26(913); CPMS Ref# 100080886.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program (TAP) funds as authorized by the U.S. Congress and the STATE will not be liable for any funding. Cost for the project will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds, based on the contract as let price plus CE&I or the estimated costs below, whichever is lower. Any deficiency in Federal Aid or overrun in costs will be borne by the CITY from CITY funds unless approved in writing by the STATE. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
Federal TAP Funds	\$ 800,000.00
City Funds	\$ 200,000.00

TOTAL (Incl CE&I)	\$ 1,000,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.

Associated Utility costs will be an eligible cost to the project, as approved by the application.

- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost to the Project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the Project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction costs will be an eligible cost to the Project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of

bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), to the maximum extent permitted by Alabama law and the Constitution of the State of Alabama, the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- F. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

City of Northport, Alabama

ATTEST:

By: _____
As Mayor (Signature)

By: _____
Clerk (Signature)

Print Name of Mayor

Print Name of Clerk
(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Wallace McAdory III, P.E.
West Central Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Northport as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Downtown streetscape and sidewalk improvements along Bridge Ave. from 5th St. to 1st St.;
Project# TAPSU-TA26(913); CPMS Ref# 100080886.**

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Northport, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H**Page 2**

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. Information and Reports

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H**Page 3**

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H**Page 4**

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H**Page 5**

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

CITY OF NORTHPORT

CERTIFICATION OF RECORD

I, Tera Tubbs, as the Interim City Administrator/Clerk of the City of Northport, Alabama, do hereby certify that the foregoing is a true copy of:

Resolution [REDACTED] Entitled: Resolution Authorizing The Mayor to Execute an Agreement with the Alabama Department of Transportation for Fiscal Year 2025 Transportation Alternative Program Funds

The original of this document is filed in the office of the City Clerk.

I further certify that the said original was duly adopted by the Northport City Council in public session on October 6, 2025, a quorum being present, as recorded in the official minutes of the City Council.

Certified this **8th** day of **October**, 2025.

S E A L

Tera Tubbs, Interim City Administrator



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: October 6, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute Change Order No. 1 with Taylor Electrical Contractors for River Run Park — Package No. 5

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

The Engineering department is requesting the City Council authorize the City Administrator to execute Change Order No. 1 with Taylor Electrical Contractors for Package No. 5 for River Run Park. The scope of the change order is due to the deduction of speakers and the removal of ad panels on the Grandstands scoreboards. The change order deduction is in the amount of \$9,003.47.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-32-600-82002 Amount: \$(9,003.47)

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute Change Order No. 1 with Taylor Electrical Contractors, deduction in the amount of \$9,003.47, for River Run Park.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
CHANGE ORDER NO. 1 WITH TAYLOR ELECTRICAL CONTRACTORS FOR
RIVER RUN PARK – PACKAGE NO. 5**

WHEREAS, The Engineering department request the City Council to authorize the City Administrator to execute Change Order No. 1 with Taylor Electrical Contractors for River Run Park – Package No. 5; and,

WHEREAS, the scope of the change order is due to the deduction of speakers used on 3 fields and the removal of ad panels for both the Grandstand's scoreboards, in the amount of (\$9,003.47).

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

1. To authorize the City Administrator to execute Change Order No. 1 with Taylor Electrical Contractors for River Run Park – Package No. 5; and,
2. That the City Administrator and /or her designee is hereby authorized to execute any and all documentation relevant to the work described herein and the contract itself; and;
3. That the City Administrator and/or her designee is hereby authorized to issue and approve requisitions associated with the Change Order No.1 with Taylor Electrical Contractors for River Run Park – Package No. 5.

RESOLVED AND DONE THIS 6th DAY OF OCTOBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Tera Tubbs, Interm City Administrator

Reading: October 6, 2025

Motion: _____

Second: _____

CONTRACT CHANGE ORDER NO. 1

City of Northport, Office of the City Attorney

DATE: 07/30/2025 PROJECT: River Run Park at Northport Shore – Package No. 5
Audio/ Visual

TO: Taylor Electrical Contractors, 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:

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	\$ 1,195,000.00
LESS CONTINGENCY/ALLOWANCE	\$
NET ORIGINAL CONTRACT PRICE	\$
Net total of previous Change Orders	\$
Previous revised Contract Price	\$
This Change Order No. <u>1</u> OAdd @Deduct	\$ 9,003.47
Revised Contract Price this date	\$ 1,185,996.53

Extension of time resulting from this Change Order 0 (Indicate number of calendar days).

The amount of this Change Order will be the responsibility of Taylor Electrical Contractors,

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

(Company)

By: _____

By: John Wilber

John Wilber, Chambless King Architects
(Design Engineer or Architect)

CONTRACTING PARTIES

(Contractor)

By: _____
(Authorized Representative)

CITY OF NORTHPORT

By: _____
(City Administrator)

CONTRACT CHANGE ORDER REQUEST

CITY OF NORTHPORT
OFFICE OF THE CITY ATTORNEY

OWNER: CITY OF NORTHPORT

ARCHITECT/ENGINEER: Chambless King Architects, LLC.

CONTRACTOR: _____

PROJECT: River Run Park at Northport Shore – Package No. 5 Audio/ Visual

CHANGE ORDER REQUEST NO. 1 DATE: 08/06/2025

1. DESCRIPTION OF CHANGE:

Deduct for Scoreboard and 6 Speakers

2. CHANGE ORDER COSTS: (9003.47)

Proposal Attached _____ 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:

N/A

4. JUSTIFICATION OF NEED:

N/A

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:

N/A

6. COSTS REVIEW:

N/A

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: Calendar Days:

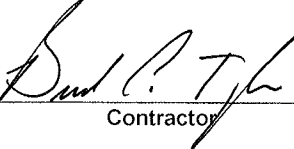
0

RECOMMENDED:

BY: 
Northport's Consulting Engineer/Architect

BY: _____
City Representative

APPROVED:

BY: 
Contractor

BY: _____
Owner's Legal Advisor

BY: _____
Owner's Authorized Representative

Phone: (205) 553-0958

Fax: (205) 553-0391

office@taylorelectricalinc.com

Taylor
Electrical
Contractors, Inc.

- Commercial
- Industrial
- Service
- Utility

PO Box 70084

Tuscaloosa, AL 35407

www.taylorelectricalinc.com

Subcontractor Change Proposal / Cost Breakdown Form

Date: 8/6/2025

Architect Name: Chambless

Contractor Name: Taylor Electrical Contractors, Inc.

Subcontractor Name: Taylor Electrical Contractors, Inc.

Project Name: River Run AV

(Check One)

U of A Job Number: _____

Initiated By: _____

Owner/Architect

☒

GC Job Number: 6204

GC

☐

Reference Change Proposal Request Number: _____

Subcontractor

☐

Brief Description of Proposed Change:

Speaker Credit

Item/Description	Quantity	Unit	Cost Per		Amount		
			Material	Labor	Material	Labor	Equipment
Scoreboard	1	ea	\$4,800.00	\$775.00	-\$4,800.00	-\$775.00	\$0.00
Speakers	6	ea	\$477.00	\$52.00	-\$2,862.00	-\$312.00	\$0.00
			Sub Totals:		-\$7,662.00	-\$1,087.00	\$0.00

Material: **-\$7,662.00**

Labor: **-\$1,087.00**

Burden: **-\$254.47**

Equipment: **\$0.00**

Subtotal: **-\$9,003.47**

Overhead & Profit: **\$0.00**

Sales/Use Tax: **\$0.00**

Total Cost

Change **-\$9,003.47**

23.41% Labor only (percentages will vary)

(Direct Cost)

0% of Direct Cost

0% Material only

☐ Add

☒ Deduct

Labor is \$25.19 per hour with -43.15 labor hours.



QUOTATION FOR RIVER RUN PARK

EQUIPMENT CONFIGURATION

- CREDIT FOR TRUSSES AND AD PANELS FOR TWO DISPLAY BOARDS
- CREDIT FOR 6 JBL AWC 82 ALL WEATHER SPEAKERS FOR 3 BASEBALL FIELDS
-

PRICING SUMMARY

EQUIPMENT AND INSTALLATION

PRICE: **\$9,000.00.00**

TOTAL

TOTAL: \$9,000.00

Apex Communications, Inc.
PO Box 2422
Tuscaloosa, AL 35403
205-657-7342
alan@apexcomminc.com



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: October 6, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute a Professional Service Contract with TTL, Inc. for Downtown Streetscape - Phase IV

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

The Engineering Department is requesting the City Council to authorize the City Administrator to execute a contract with TTL, Inc, for Professional Services for Downtown Streetscape - Phase IV project. The Downtown Streetscape Phase IV project will be funded 80/20 in part by the U.S. Department of Transportation Safe Streets for all grant funds. The fiscal impact on the City will be \$239,700.00. Documentation is attached.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-45-600-54201 Amount: \$239,700.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a Professional Services Contract with TTL, Inc. for the Downtown Streetscape - Phase IV project.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
PROFESSIONAL SERVICE CONTRACT WITH TTL, INC. FOR DOWNTOWN
STREETSCAPE – PHASE IV**

WHEREAS, The Engineering Department is requesting the City Council to authorize the City Administrator to execute a contract with TTL, Inc, for Professional Services for Downtown Streetscape - Phase IV project; and,

WHEREAS, The Downtown Streetscape Phase IV project will be funded 82/20 in part by the U.S. Department of Transportation Safe Streets for all grant funds; and,

WHEREAS, The fiscal impact on the City will be \$239,700.00.

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

1. To authorize the City Administrator to a contract with TTL, Inc, for Professional Services for Downtown Streetscape - Phase IV project, in the amount of \$239,700.00; and,
2. That the City Administrator and /or her designee is hereby authorized to execute any and all documentation relevant to the work described herein and the contract itself; and;
3. That the City Administrator and/or her designee is hereby authorized to issue and approve requisitions associated with TTL, Inc, for Professional Services Contract for Downtown Streetscape - Phase IV project.

RESOLVED AND DONE THIS 6th DAY OF OCTOBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: October 6, 2025

Motion: _____

Second: _____

September 19, 2025

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

Attention: Mr. Brad Matthews, PE

**RE: Downtown Sidewalk & Streetscape Along Bridge Avenue – Phase IV
 Proposal for Professional Design Services
 City of Northport, Northport, Alabama
 ALDOT Project No.: TAPAA-TA26(913)
 TTL Project No.: P00250102868.00**

Dear Tera:

We are writing to provide you with this proposal for professional engineering and related services for the Downtown Sidewalk & Streetscape Along Bridge Avenue – Phase IV. It is our understanding that this project will generally provide for roadway, sidewalk, lighting, landscaping, irrigation, parking, and private utility relocation from above ground to below ground improvements along Bridge Avenue from approximately the drive to Dreamland Restaurant to the intersection of Bridge Avenue and 3rd Street.

We are assuming a construction budget of approximately \$2,782,000.00 for this project (See attached conceptual opinion of construction cost). This budget does not include direct payments to private utility companies for design, retirement, and relocation of existing overhead infrastructure. These estimated fees have been reflected on the opinion of cost. The following is a more detailed scope of services for the project:

Scope of Services:

Please note that some of the tasks below shall be occurring simultaneously to other tasks.

Item No. 1 – Design Survey, Geotechnical Investigation, & Existing Utility Investigation

- TTL will call the Alabama 811 locating service as required for this Task.
- Provide topographic, utility, and ROW/property survey for the proposed project alignment.
- Provide geotechnical services for this project to include performing 4 soil auger borings along the roadway alignment. Each boring will be performed in a paved area and include retrieving an asphaltic concrete pavement core and drilling to between 6 and 8 feet below ground surface. We will also perform 4 hand auger borings with Dynamic Cone Penetrometer (DCP) tests at approximate 1-foot intervals to depths of about 3 feet bgs along the proposed sidewalks. TTL will provide the necessary temporary traffic control in general accordance with the latest Manual on Uniform Traffic Control Devices. We propose to perform soil test borings

(continued next page)

and pavement cores, laboratory testing, engineering analyses, and preparation of a geotechnical data report providing results of our field and laboratory testing, water level estimates, pavement thicknesses, and subsurface stratigraphy. The geotechnical data report shall be included as part of the contract documents for the project. These services are more fully described in the attached Exhibit A - Geotechnical Scope of Services.

- Provide Environmental Services as more fully described in the attached Exhibit A - Environmental Scope of Services.
- Provide services associated with coordinating with the City of Northport for water and sewer locations and private utility companies for possible improvements as may be necessary.

Item No. 2 – Project Design, City of Northport and ALDOT Review, and Permitting

- Provide preliminary design for streetscape, lighting, landscape/irrigation and utility improvements.
- Provide design services, Construction Drawings, and Specifications for the proposed improvements. We understand that this project is being funded through the Transportation Alternatives Set-Aside Program and that the project will be facilitated by the Alabama Department of Transportation (ALDOT). Furthermore, we understand that Construction Drawings and Specifications will be required to meet ALDOT standards. The anticipated plan sheets to be included in the Construction Drawings are outlined as follows:

- | | |
|--|---|
| 1. Title Sheet and Index to Sheets | 8. Site Layout and Staking Plan |
| 2. Plans Legend | 9. Grading Plan |
| 3. Typical Section | 10. Erosion Control Plan |
| 4. Miscellaneous Details
(Other than ALDOT Standard Drawings) | 11. Cross Sections |
| 5. Project Notes | 12. Storm Drainage Plan |
| 6. Summary of Quantities | 13. Roadway Plan and Profiles
(as necessary) |
| 7. Box Summaries | |

Fee Proposal:

Our proposed fee schedule is listed below. The hourly services are to be provided according to the hourly rate schedule attached.

<u>BASIC SERVICES:</u>	<u>PROPOSED FEE</u>
Preliminary Design	\$ 41,725.00
Final Design	\$ 100,140.00
Bid Phase	\$ 8,345.00
Basic Engineering SDC	\$ 16,690.00
Total Basic Services:	\$ 166,900.00

Other Services to be performed hourly not-to-exceed as needed are listed on the following page:

<u>OTHER SERVICES:</u>	<u>PROPOSED FEE</u>
Topographic Survey	\$ 36,700.00
Easements/ROW	\$ N/A
Construction Staking	\$ N/A

(continued next page)

Record Drawing Plans	\$	N/A
All other SDC	\$	N/A
Design Testing/Study:		
<u>Geotechnical Exploration/Pavement Analysis</u>	\$	7,500.00
Total Design Testing/Study	\$	7,500.00
Construction Testing	\$	N/A
Expenses	\$	5,000.00
Permitting (USACE, City of Northport)	\$	3,300.00
PreQual of Bidders	\$	N/A
Environmental/Hazardous Materials Survey	\$	15,000.00
Traffic Control Plan	\$	5,300.00
LOMR	\$	N/A
Sales and use tax	\$	N/A
Total Other Services:	\$	72,800.00
 Total Services:	 \$	 239,700.00

Construction Engineering and Inspection (CE&I) Services, Construction Materials Testing (CMT), and Construction Staking shall be performed under a separate proposal and contract after design completion and ALDOT request for CE&I services. Any services not specifically listed as a part of this scope of work shall be performed on an hourly basis or under a separate proposal and contract as requested.

Schedule:

The proposed time required for the design survey/geotechnical exploration is 30 days, design phase is 60 days for preliminary design and 60 days for final design, not including City/ALDOT review time. The construction contract time is currently assumed to be approximately five (5) months, one hundred and fifty (150) calendar days (will be converted to working days for ALDOT), but a final recommendation for the construction contract length can be determined upon completion of the design phase and final City of Northport/ALDOT review. The construction length may have to be adjusted more due to material lead times versus actual construction time. We will review all material needs with local Contractors to determine potential long lead times.

We greatly appreciate the opportunity to assist the City with these services. Please give us a call if you have any questions regarding this proposal.

Sincerely,

TTL, Inc.



Frank E. Summers, PE
Vice President



Bradley Porter, PE
Regional Design Manager

cc: File

Attachment: 2025 Hourly Rate Table, Project Conceptual Map, Conceptual Opinion of Construction Cost (Dated 8/13/2025)

‘EXHIBIT B’

ENVIRONMENTAL SCOPE OF SERVICES

Hazardous Materials Survey

TTL will complete a Hazardous Materials Survey (HMS) for the project corridor. The HMS will include a review of data on federal and state-regulated sites that are either currently or have formerly been the subject of environmental investigation/assessment and/or environmental compliance reporting. TTL will subcontract Environmental Data Resources (EDR) to provide the listing of facilities that are expected to be located within pre-determined radii of the project route/area. A field study will be performed along the route/area to observe and record facilities that may produce, store, use, or generate hazardous materials, as well as those which have a record of impact from contamination. In addition to the regulated facility review and reporting, TTL will document the presence of construction, household, automotive debris piles, as well as stressed vegetation along the route. An HMS report that documents findings and recommendations will be issued for the project area.

Following completion of the HMS report, TTL will prepare and submit the Hazardous Materials Notification Form(s) with the supporting HMS Report for the identified hazardous materials sites to the Alabama Department of Transportation (ALDOT) for their review. TTL will coordinate with ALDOT regarding hazardous materials site clearances. *Should ALDOT determine additional investigation is required for identified hazardous materials sites, TTL will submit an additional proposal.*

Aquatic Resources Delineation

Upon the request of ALDOT, TTL will conduct an aquatic resources delineation within the site according to methods found in the United States Army Corps of Engineers (USACE) Wetland Delineation Manual (1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic Gulf Coastal Plain v. 2.0 (dated November 2010). Jurisdictional streams will be identified using the North Carolina Division of Water Quality, Methodology for Identification of Intermittent and Perennial Streams and Their Origins, Version 4.11, dated September 1, 2010.

Following the wetland and stream delineation, TTL will prepare an Aquatic Resources Report (Report). The Report will include USACE Wetland Data Sheets, Stream Data Sheets, and a map of the jurisdictional features that can be used for USACE jurisdictional determination. Upon request, a .dxf or .shp file of the delineated features can be provided.

Protected Species Habitat Assessment & Coordination

Upon the request of ALDOT, TTL will evaluate and document existing habitats within the project corridor with regard to the potential for protected species to occur within the project area. Following the completion of field work, TTL will prepare and submit a letter to the ALDOT for submittal to USFWS requesting comment regarding the potential presence of threatened and/or endangered species within proposed development areas. The letter will include a brief description of the current on-site environments, federally listed species for the project area, and select site photographs. TTL will respond to questions and comments the ALDOT or USFWS may have as needed. *Should the ALDOT or*

USFWS require additional assessment of the property, TTL will submit a separate proposal for this service.

Schedule

TTL is prepared to initiate services upon authorization to proceed. We will develop mutually acceptable schedules for each task.

GEOTECHNICAL SERVICES

Project Information

The Downtown Northport Sidewalk and Streetscape Improvements - Phase IV project will generally include roadway, widening, sidewalk, lighting, landscaping, irrigation and parking improvements along Bridge Avenue from the terminus of 1st Street to the south and to the intersection with 3rd Street to the north. The project will exhibit a length of about 600 feet.

Geotechnical Scope of Services

The objective of this scope of services is to collect subsurface data from the subject site, where accessible, and use the data to develop geotechnical recommendations for design and planning of the project.

Field Exploration (Soil Test Borings)

We propose to explore subsurface conditions by drilling four soil test borings along the existing roadway. The borings will be drilled to a depth of about 6 feet bgs. The asphalt will be cored at each boring location to evaluate the asphalt pavement thickness. We will also perform 4 hand auger borings with Dynamic Cone Penetrometer (DCP) tests at approximate 1-foot intervals to depths of about 3 feet bgs along the proposed sidewalks. The borings will be field located by TTL personnel and recorded using a hand-held Global Positioning System (GPS) unit or equivalent.

We will contact Alabama 811 to have participating utility companies notified of the pending subsurface penetrations. Any private underground utilities that may be present will need to be located and marked on the ground surface by others prior to mobilization of our drilling equipment. We are not responsible for damage to underground utilities that are not clearly marked or that are improperly marked on the ground surface at the time of our exploration. We assume that right-of-entry permission, if needed, will be obtained by others.

Borings will be made using hollow stem auger techniques by a CME 45 truck-mounted drilling rig. Standard Penetration Testing (SPT) and sampling (ASTM D1586) will be performed continuously for 6 feet. A TTL professional will be present to supervise drilling and to classify the soil samples using the Unified Soil Classification System (ASTM D2487 and D2488) as a guide.

Boreholes will be checked for the presence of subsurface water upon completion of drilling. The boreholes will be backfilled with soil cuttings and pavement penetrations will be patched with asphalt

patch after making final observations for groundwater. Return trips to top-off borehole backfill that settles, which may happen, is not included in our scope of services but can be performed, if desired, as an additional service. Site restoration other than backfilling borings and patching pavement penetrations is not included in our scope of services.

Laboratory Testing

Representative soil samples will be tested in TTL's laboratory for grain size distribution, Atterberg limits, and moisture content.

Engineering Recommendations and Data Report

We will use the data from our site observations, test borings, laboratory tests, and our experience with similar subsurface conditions to develop a geotechnical data report for the project. Our recommendations will be presented in a written report that will be submitted electronically in PDF format. The report will address site conditions, geologic conditions, exploration methods, subsurface conditions, and laboratory results, and it will include a site location map, boring location plan, boring logs, and laboratory results. The report will include geotechnical recommendations for design and construction of site earthwork and asphalt pavements.

Geotechnical Schedule

We will begin our services after receipt of written authorization. The field exploration will begin within about 3 weeks after authorization to allow time to schedule and mobilize drilling equipment to the site. We anticipate field work and laboratory testing will be completed in 1 week. We anticipate the report will be submitted within about 3 weeks after completing the fieldwork and laboratory testing. This schedule anticipates submittal of our report within about 6 weeks after authorization.

TTL

2025 FEE SCHEDULE

Staff Position	Rate
Project Administrator I	\$72.00 / Hour
Project Administrator II	\$80.00 / Hour
Project Administrator III	\$86.00 / Hour
Project Administrator IV	\$93.00 / Hour
Project Administrator V	\$105.00 / Hour
Project Administrator VI	\$111.00 / Hour
Project Administrator VII.....	\$120.00 / Hour
Project Administrator VIII.....	\$126.00 / Hour
Project Technician I.....	\$64.00 / Hour
Project Technician II.....	\$66.00 / Hour
Project Technician III.....	\$69.00 / Hour
Project Technician IV.....	\$74.00 / Hour
Project Technician V.....	\$81.00 / Hour
Project Technician VI.....	\$88.00 / Hour
Senior Project Technician I.....	\$96.00 / Hour
Senior Project Technician II.....	\$102.00 / Hour
Senior Project Technician III.....	\$108.00 / Hour
Senior Project Technician IV.....	\$122.00 / Hour
Senior Project Technician V.....	\$133.00 / Hour
Senior Project Technician VI.....	\$140.00 / Hour
Senior Project Technician VII.....	\$147.00 / Hour
Field Coordinator / Field Supervisor.....	\$122.00 / Hour
NACE Level I Technician.....	\$127.00 / Hour
NACE Level II Technician.....	\$142.00 / Hour
NACE Level III Technician.....	\$193.00 / Hour
NDT Steel/ASNT Level I Technician.....	\$122.00 / Hour
NDT Steel/ASNT Level II Technician.....	\$127.00 / Hour
NDT Steel/ASNT Level III Technician.....	\$193.00 / Hour
NDT Steel/AWS Certified Welding Inspector.....	\$122.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level I Inspector.....	\$127.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level II Inspector.....	\$138.00 / Hour
Metals QA/QC Manager I.....	\$189.00 / Hour
Metals QA/QC Manager II.....	\$194.00 / Hour
Metals QA/QC Manager III.....	\$200.00 / Hour
Professional Land Surveyor I.....	\$158.00 / Hour
Professional Land Surveyor II.....	\$189.00 / Hour
Professional Land Surveyor III.....	\$210.00 / Hour
Professional Land Surveyor IV.....	\$235.00 / Hour
Project Professional I.....	\$147.00 / Hour
Project Professional II.....	\$159.00 / Hour
Project Professional III.....	\$171.00 / Hour
Project Professional IV.....	\$183.00 / Hour
Project Professional V.....	\$196.00 / Hour
Project Professional VI.....	\$205.00 / Hour
Project Professional VII.....	\$220.00 / Hour
Senior Project Professional I.....	\$227.00 / Hour
Senior Project Professional II.....	\$238.00 / Hour
Senior Project Professional III.....	\$246.00 / Hour
Senior Project Professional IV.....	\$257.00 / Hour

Staff Position	Rate
Senior Project Professional V.....	\$267.00 / Hour
Senior Project Professional VI.....	\$277.00 / Hour
Senior Project Professional VII.....	\$287.00 / Hour
Project Manager I.....	\$153.00 / Hour
Project Manager II.....	\$164.00 / Hour
Project Manager III.....	\$175.00 / Hour
Project Manager IV.....	\$187.00 / Hour
Project Manager V.....	\$198.00 / Hour
Project Manager VI.....	\$210.00 / Hour
Project Manager VII.....	\$220.00 / Hour
Senior Project Manager I.....	\$230.00 / Hour
Senior Project Manager II.....	\$240.00 / Hour
Senior Project Manager III.....	\$250.00 / Hour
Senior Project Manager IV.....	\$260.00 / Hour
Senior Project Manager V.....	\$270.00 / Hour
Senior Project Manager VI.....	\$280.00 / Hour
Senior Project Manager VII.....	\$290.00 / Hour
Senior Project Manager VIII.....	\$300.00 / Hour
Senior Project Manager IX.....	\$315.00 / Hour
Principal I.....	\$285.00 / Hour
Principal II.....	\$295.00 / Hour
Principal III.....	\$305.00 / Hour
Principal IV.....	\$315.00 / Hour
Academia Consultant.....	Cost + 20%
Specialty Consultant	Cost + 20%

Printing Costs:

Copier Prints (Black and White/Color).....	\$0.17/Sheet
Plotter Prints (Black and White).....	\$0.85/Sq Ft
Plotter Prints (Color).....	\$1.50/Sq Ft
Mylar Prints.....	\$5.00/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 15 percent administrative fee.



City of Northport
Downtown Northport Sidewalk and Streetscape
Phase IV
Bridge Avenue

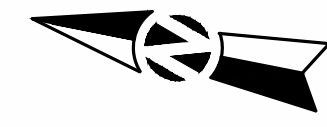


Engineer's Conceptual Opinion of Probable Construction Cost
Revised August 13, 2025

Item No.	Quantity	Unit	Description	Unit Cost	Total Cost
PROJECT BASE COST					
General, Demolition, Clearing, Grubbing, and Earthwork (Eligible Items)					
1	1	I.s.	Payment and Performance Bonds	\$30,000.00	\$30,000.00
2	1	I.s.	Mobilization and Demobilization	\$125,000.00	\$125,000.00
3	1	I.s.	Demolition, Clearing, and Grubbing (Approximately 1.6 Acres)	\$15,000.00	\$15,000.00
4	2898	s.y.	Remove Existing Pavements (Concrete and Asphalt)	\$8.00	\$23,184.00
5	1	I.s.	Earthwork (Includes Unclassified Excavation/Topsoil Stripping and Removal)	\$100,000.00	\$100,000.00
6	1000	c.y.i.p.	Borrow Excavation	\$55.00	\$55,000.00
7	1	I.s.	Topsoil - Re-spread Onsite (all disturbed areas)(±573 c.y.)(min. 6" thickness under sod; min. 12" thickness under landscaped areas)	\$25,000.00	\$25,000.00
8	2500	c.y.i.p.	Removal/Disposal/Replacement of Unsuitable Material	\$25.00	\$62,500.00
				Subtotal	\$435,684.00
Base, Pave and Curb & Gutter Improvements (Eligible Items)					
9	152	s.y.	Milling/Planing Existing Pavement (Thickness Varies)	\$5.00	\$760.00
10	3293	s.y.	Roadway Roadbed Processing	\$2.00	\$6,586.00
11	3293	s.y.	Bituminous Treatment A (ALDOT 401)	\$1.50	\$4,939.50
12	775	gal	Tack Coat (ALDOT 405A)	\$5.50	\$4,262.50
13	758	s.y.	Crushed Aggregate Stone Base, 825B (4" Thickness)(Sidewalk)	\$10.00	\$7,580.00
14	3809	s.y.	Crushed Aggregate Stone Base, 825B (6" Thickness)	\$14.00	\$53,326.00
15	3476	s.y.	Bituminous Concrete Wearing Surface Layer, 1/2" Max Aggregate Mix (ALDOT 424A) (1.5" Compacted Thickness)	\$11.00	\$38,236.00
16	1473	s.y.	Bituminous Concrete Upper Binder Layer, 3/4" Max Aggregate Mix (ALDOT 424B) (2" Compacted Thickness)	\$14.00	\$20,622.00
17	1796	s.y.	Bituminous Concrete Lower Binder Layer, 3/4" Max Aggregate Mix (ALDOT 424B) (2.5" Compacted Thickness)	\$15.00	\$26,940.00
18	75	tons	Bituminous Concrete Binder Layer, Leveling, 3/8" Max Aggregate Mix (ALDOT 424B) (Thickness Varies)	\$175.00	\$13,125.00
19	815	s.y.	Asphalt Patching (5.5" Compacted Thickness)	\$65.00	\$52,975.00
20	651	s.y.	Concrete Sidewalk (6" Min. Thickness)	\$65.00	\$42,315.00
21	72	s.f.	Truncated Dome Pavers	\$50.00	\$3,600.00
22	1497	I.f.	Combination Curb and Gutter	\$32.00	\$47,904.00
23	200	I.f.	Valley Gutter	\$50.00	\$10,000.00
				Subtotal	\$333,171.00
Storm Drainage System Improvements (Eligible Items)					
24	561	I.f.	15" R.C. Pipe, Class 3	\$100.00	\$56,100.00
25	189	I.f.	18" R.C. Pipe, Class 3	\$105.00	\$19,845.00
26	20	I.f.	24" R.C. Pipe, Class 3	\$115.00	\$2,300.00
27	8	each	Combination Curb and Grate Inlet (Type E Inlet)	\$10,000.00	\$80,000.00

28	1	each	24" Concrete Headwall w/ Energy Dissipator	\$2,500.00	\$2,500.00
29	350	tons	Permanent Riprap, Class 2 w/ Filter Fabric	\$100.00	\$35,000.00
				Subtotal	\$195,745.00
Sanitary Sewer System Improvements (Eligible Items)					
30	271	l.f.	8" PVC SDR 26 Sanitary Sewer Main	\$75.00	\$20,325.00
31	480	l.f.	10" PVC SDR 26 Sanitary Sewer Main	\$100.00	\$48,000.00
32	7	each	Standard Precast Manhole	\$5,000.00	\$35,000.00
33	3	each	Tie to Existing Sanitary Sewer Main	\$2,000.00	\$6,000.00
34	751	l.f.	Post Construction Camera Inspection	\$3.50	\$2,628.50
				Subtotal	\$111,953.50
Water Distribution and Fire Protection System Improvements (Eligible Items)					
35	726	l.f.	8" D.I. Class 350 Compression Joint Water Main	\$190.00	\$137,940.00
36	1	each	8" x 8" Tapping Sleeve and Valve	\$12,000.00	\$12,000.00
37	5	each	8" Gate Valve and Valve Box	\$3,500.00	\$17,500.00
38	1	each	Tie to Existing Water Service	\$500.00	\$500.00
39	1	each	Tie to Existing Water Main	\$1,500.00	\$1,500.00
40	2	each	Remove/Reset Domestic Meter Box (All Sizes)	\$500.00	\$1,000.00
41	1	l.s.	Pressure Testing and Disinfection	\$4,000.00	\$4,000.00
				Subtotal	\$174,440.00
Erosion Control (Eligible Items)					
42	1	l.s.	Erosion Control Management and Maintenance	\$25,000.00	\$25,000.00
43	500	l.f.	Silt Fence, Type A	\$5.50	\$2,750.00
44	126	l.f.	Sediment Control Logs	\$6.00	\$756.00
45	8	each	Dome Inlet Protector	\$650.00	\$5,200.00
				Subtotal	\$33,706.00
Traffic Control and Temporary Striping (Eligible Items)					
46	1	l.s.	Traffic Control	\$25,000.00	\$25,000.00
47	1	l.s.	Construction Signs	\$5,000.00	\$5,000.00
48	2400	l.f.	Temporary Striping (All Colors)	\$1.00	\$2,400.00
49	100	s.f.	Temporary Markings (Stop Bars, Yield Bars, etc.)	\$10.00	\$1,000.00
				Subtotal	\$33,400.00
Permanent Signing and Striping (Eligible Items)					
50	1199	l.f.	Solid Yellow, Thermoplastic, Reflective Traffic Stripe (4" Wide)	\$6.00	\$7,194.00
51	1308	l.f.	Solid White, Thermoplastic, Reflective Traffic Stripe (4" Wide)	\$6.00	\$7,848.00
52	12	l.f.	2' Stop Bar (Traffic Control Marking, Reflective, Thermoplastic)(White)	\$25.00	\$300.00
53	192	l.f.	Crosswalk (Traffic Control Markings, Thermoplastic, Reflective)(6" Wide)	\$75.00	\$14,400.00
54	1	each	Permanent Signs	\$500.00	\$500.00
				Subtotal	\$30,242.00
Miscellaneous Items (Eligible Items)					
55	1000	s.y.	Geotextile Stabilization Mat (Mirafi HP570) (Only As Directed by the Owner's Representative)	\$6.00	\$6,000.00
56	500	s.y.	Erosion Control Netting (Min. 3.50 lb/ft2 Shear Stress Fabric)	\$4.50	\$2,250.00
57	300	tons	ALDOT Stone for Miscellaneous Use as Directed by the Owner's Representative	\$50.00	\$15,000.00
58	50	c.y.i.p.	Utility Trench Foundation Material (As Directed by Owner's Representative)	\$50.00	\$2,500.00
59	500	l.f.	6" Underdrain (As Directed by Owner's Representative)	\$25.00	\$12,500.00
				Subtotal	\$38,250.00

Landscaping and Irrigation Improvements (Eligible Items)					
60	20	each	Canopy Trees	\$600.00	\$12,000.00
61	9	each	Understory Trees	\$350.00	\$3,150.00
62	321	each	Large Shrubs	\$50.00	\$16,050.00
63	139	each	Medium Shrubs	\$40.00	\$5,560.00
64	279	each	Small Shrubs	\$30.00	\$8,370.00
65	2486	s.y.	Sod	\$10.00	\$24,860.00
66	1	l.s.	Irrigation Improvements	\$65,000.00	\$65,000.00
67	300	l.f.	Schedule 40 Irrigation Sleeves (All Diameters)	\$25.00	\$7,500.00
				Subtotal	\$142,490.00
Electrical Improvements (Eligible Items)					
68	1	l.s.	Roadway and Pedestrian Lighting	\$150,000.00	\$150,000.00
				Subtotal	\$150,000.00
Private Utility Company Electrical, Telecommunications, Fiber Relocations* (Noneligible Items)					
69	600	l.f.	6" Sch 40 PVC Conduit (APCO-Fiber)	\$45.00	\$27,000.00
70	5700	l.f.	6" Sch 40 PVC Conduit (APCO)	\$45.00	\$256,500.00
71	3200	l.f.	4" Sch 40 PVC Conduit (AT&T)	\$35.00	\$112,000.00
72	500	l.f.	2" Sch 40 PVC Conduit (Comcast)	\$32.00	\$16,000.00
73	1200	l.f.	3" Sch 40 PVC Conduit (Comcast)	\$35.00	\$42,000.00
74	2	each	Switchgear Base (4 Way) (APCO)	\$3,500.00	\$7,000.00
75	5	each	Terminating Cabinet (APCO)	\$750.00	\$3,750.00
76	3	each	4' x 6' x 4' Pull Box (APCO)	\$650.00	\$1,950.00
77	2	each	Transformer - 3 Phase Concrete Pad (APCO)	\$3,000.00	\$6,000.00
78	2	each	Transformer - Single Phase (APCO)	\$750.00	\$1,500.00
79	5	each	Service Pedestals (Comcast)	\$500.00	\$2,500.00
80	2	each	2' x 3' Fiber/Communications Pull Box (Comcast)	\$4,000.00	\$8,000.00
80	3	each	4' x 8' x 7' Manholes (AT&T)	\$12,500.00	\$37,500.00
81	2	each	4' x 6' x 4' Pull Box (AT&T)	\$7,500.00	\$15,000.00
				Subtotal	\$536,700.00
				Project Construction Cost	\$2,215,781.50
				10% Contingency	\$221,578.15
				Total Estimated Project Base Construction Cost	\$2,437,359.65
*Construction Cost for infrastructure below ground for relocation of above ground utilities to below ground in the future.					
ALTERNATE NO. 1 - PERMEABLE PAVER ON-STREET PARKING					
Base, Pave and Curb & Gutter Improvements					
1	1497	s.y.	Decorative Brick Pavers (Parking Bays)	\$230.00	\$344,310.00
				Subtotal Alternate No. 1	\$344,310.00
				Total Estimated Project Base Construction Cost + Alternate No. 1	\$2,781,669.65



LEGEND

- PWM PROPOSED WATER MAIN
- PSS PROPOSED SANITARY SEWER MAIN
- SS PROPOSED SANITARY SEWER MANHOLE
- PSD PROPOSED STORM DRAIN
- JB PROPOSED STORM JUNCTION BOX
- CGI PROPOSED CURB/GRATE INLET
- SWI PROPOSED STORM SINGLE WING INLET
- DDWI PROPOSED STORM DOUBLE WING INLET
- SSIWI PROPOSED STORM SINGLE WING INLET

3200 Rice Mine Road NE | Tuscaloosa, AL 35406
205.345.0816 | www.ttlusa.com

DOWNTOWN STREETSCAPE AND SIDEWALK
IMPROVEMENTS PHASE IV

CITY OF NORTHPORT
BRIDGE AVENUE
NORTHPORT, ALABAMA

PRELIMINARY
(NOT FOR CONSTRUCTION,
RECORDING PURPOSES
OR IMPLEMENTATION)

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CONCEPT LAYOUT PHASE IV

Sheet No.

C1.0

CITY OF NORTHPORT, ALABAMA

CONTRACT TO FURNISH ENGINEERING AND RELATED SERVICES TO THE CITY OF NORTHPORT FOR DESIGN AND CONSTRUCTION OF A PUBLIC WORKS PROJECT

DR. JOHN HINTON, MAYOR

CITY COUNCIL OF NORTHPORT

Council Members:

**CHRISTY BOBO
WOODROW WASHINGTON
KARL WIGGINS
JAMIE DYKES
ANWAR AIKEN**

Glenda Webb, City Administrator

**PROJECT: DOWNTOWN STREETSCAPE – PHASE IV
25.04.01**

**FOR: ENGINEERING
(City Department)**

(2025)

TABLE OF CONTENTS

ARTICLE 1.	THE PROJECT	1
ARTICLE 2.	DEFINITIONS	2-3
ARTICLE 3.	SCOPE OF SERVICES	3-4
A.	Preliminary Design Services	4-6
B.	Final Design Services	6-8
C.	Bid Phase Services	8-9
D.	Engineering Services During Construction	9
1.	Engineer, Owner's Representative	9
2.	Generally	9-10
3.	Preconstruction Conference	10
4.	Observations of Project by Engineer, etc.	10
5.	Authority of Engineer	10
6.	Bid Law; Change Orders	10-11
7.	Certificates of Payment	11-12
8.	Compliance with Laws, etc.	12
9.	Access	12
10.	Submittals, etc.	12
11.	Traffic Control Plan	12
12.	Substantial Completion/Final Completion & Payment	12-14
E.	General Responsibilities	14
ARTICLE 4.	DESIGN TESTS AND OTHER STUDIES	14
ARTICLE 5.	ADVANCED SERVICES DURING CONSTRUCTION; SDC	14
A.	Additional Engineering Construction Services	14
B.	Project Inspectors	15
1.	Generally	15
2.	Construction Video and Photographs	15
C.	Contractor's Responsibility	15
ARTICLE 6.	PERMITTING, LICENSES AND/OR STUDIES	15-17
ARTICLE 7.	LEVEL OF COMPETENCE, OWNER APPROVAL, CONFLICTS OF INTEREST, ETC.	17-18
ARTICLE 8.	RECORD DOCUMENTS	18
ARTICLE 9.	OWNERSHIP AND USE OF DOCUMENTS	18-19
ARTICLE 10.	ASSIGNMENT	19-20
ARTICLE 11.	INSURANCE	20
ARTICLE 12.	STATUS OF ENGINEER	20

ARTICLE 13.	PERSONNEL	21
ARTICLE 14.	COMPENSATION	21
A.	Preliminary Design	21
B.	Final Design	21
C.	Bid Phase	22
D.	Basic Engineering SDC	22
E.	Design Surveying	22
F.	Maximum Payments	22
G.	Easements/Rights-of-Way	22
H.	Advanced Services During Construction (SDC); Administration and Inspections	22
I.	Design Testing	23
J.	Construction Testing	23
K.	Administration; Reimbursement of Expenses	23
L.	Permitting, Licensing and/or Studies	23
M.	Prequalification of Bidders	23
N.	Traffic Control Plan	23
O.	L.O.M.R.	23
P.	Sales and Use Tax Savings	23
Q.	Generally	23-24
ARTICLE 15.	PERIOD OF SERVICE	24
A.	Completed Preliminary Design	24
B.	Easement Negotiation, etc.	24
C.	Final Design	24-25
D.	Bidding Phase	25
E.	Construction Administration and Services During Construction	25
F.	Miscellaneous	25
G.	Suspension, Delay, or Interruption of Work	25-26
ARTICLE 16.	FINAL PAYMENT	26
ARTICLE 17.	TERMINATION	26-27
ARTICLE 18.	ATTACHMENTS, MISCELLANEOUS CLAUSES SCHEDULES AND SIGNATURES	27
ARTICLE 19.	MISCELLANEOUS CLAUSES	27-30
ARTICLE 20.	COMPLIANCE WITH IMMIGRATION LAW	30
ARTICLE 21.	COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT	31
ARTICLE 22.	COMPLIANCE WITH TRAFFICKING VICTIMS PROTECTION ACT	31
ARTICLE 23.	COMPLIANCE WITH ACT 2016-312	31

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF NORTHPORT)

**CONTRACT TO FURNISH ENGINEERING AND RELATED SERVICES
TO THE CITY OF NORTHPORT FOR DESIGN AND
CONSTRUCTION OF A PUBLIC WORKS PROJECT**

**(Project Name: Downtown Streetscape – Phase IV)
(Project Number: 25.04.01)**

THIS AGREEMENT made and entered into on this the 6th day of October, 2025, by and between the firm of TTL, Inc., a Professional Engineering Corporation, hereinafter referred to as the ENGINEER, which will provide engineering and related services described herein to the CITY OF NORTHPORT, a Municipal Corporation, hereinafter sometimes referred to as the OWNER or CITY, for the consideration hereinafter set forth, for a project generally described as a Public Works Project, as further specified herein, as follows:

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

ARTICLE 1 - THE PROJECT

The "Project" (hereinafter referred to as the Project or Projects as the case may be) includes the following public works construction and/or improvements and related facilities and appurtenances:

GENERALLY:

professional engineering and related services for the Downtown Sidewalk & Streetscape Along Bridge Avenue – Phase IV. It is our understanding that this project will generally provide for roadway, sidewalk, lighting, landscaping, irrigation, parking, and private utility relocation from above ground to below ground improvements along Bridge Avenue from approximately the drive to Dreamland Restaurant to the intersection of Bridge Avenue and 3rd Street.

Without limiting the generality of the foregoing, specifically the scope of services to be performed by ENGINEER are as more particularly set forth in the attached document entitled Downtown Sidewalk & Streetscape Along Bridge Avenue – Phase IV, which is attached hereto and adopted herein by reference as Exhibit "A". Any changes in the scope of services as set forth herein or in Exhibit "A" shall only be by amendment, in writing, duly authorized and executed by the parties.

ARTICLE 2 – DEFINITIONS

Unless the context clearly indicates otherwise, the following terms shall have the meaning ascribed to them:

A. **Contract Documents.** Contract documents are defined as including, but not limited to plans, drawings, specifications, contracts, bond requirements, bonds, insurance requirements, legal requirements, general conditions, special conditions, advertisement, addenda, instructions to bidders, change orders, change order requests, and any written modifications to any such documents.

B. **Contractor.** The Contractor shall generally be defined as the construction entity with whom the OWNER contracts to construct the work (Project). The Contractor is responsible to the OWNER for his subcontractors, suppliers, etc. The OWNER and ENGINEER shall recognize and conduct business with the prime contractor. However, the ENGINEER shall treat all work by subcontractors or suppliers the same as if the work had been performed or furnished solely by the prime contractor. The prime contractor has full responsibility and is solely responsible for the actions or inactions and work of his subcontractors. In the event the OWNER is utilizing a construction management format, CONTRACTOR shall refer to each trade contractor.

C. **Direct Expenses.** That, the ENGINEER'S direct expenses are defined as the costs incurred on or directly for the project (other than the salary and general overhead costs as defined herein before). Such direct expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the ENGINEER. Direct expenses shall include, but not be limited to, necessary transportation costs, including mileage when the ENGINEER'S own automobiles are used, meals and lodging, field and laboratory tests and analyses, automatic typing equipment services, telephone, printing, binding and mailing charges, relocation and travel expenses of employees to the project(s) area as necessary, and all costs associated with subconsultants, and other outside services and facilities.

D. **Engineer.** The ENGINEER shall generally be defined as the party with whom the OWNER contracts to provide engineering and related services pursuant to this AGREEMENT. The term "ENGINEER" shall generally include its officers, employees, agents, consultants, and contractors to the ENGINEER.

E. **Gender:** A word importing one gender shall, if appropriate, extend to and be applied to the other gender. The masculine shall include the feminine and vice-versa, unless the context clearly indicates otherwise.

F. **Hourly Rate or Hourly Per Diem Rate.** The hourly rate per classification of employee of ENGINEER reflected at the rate per hour or one-eighth (1/8) of the tabulated per diem rate for a normal eight (8) hour workday. The hourly rate and/or the per diem hourly rate include all overhead as herein defined. Hourly Rates are defined as those rates charged for work directly performed on the Project by ENGINEER at the indicated labor classifications of ENGINEER as set forth on the ENGINEERS hourly rate schedule attached hereto and adopted herein by reference. These rates encompass all elements of compensation, indirect expense and reimbursement including but not limited to profit, salary cost, general overhead, general overhead cost, payroll burden, indirect expenses, computing systems, special health and safety requirements of the Occupational Safety and Health Administration (OSHA), and telecommunications services, but not direct expenses and are subject to annual calendar year adjustments not to exceed the Consumer Price Index. The hourly rate and/or the per diem hourly rate does not include direct expenses.

G. **General Overhead.** That, for the purpose of defining general overhead, general overhead costs are defined as a percentage of all firmwide direct salaries on all client projects necessary to cover salary overhead, defined as all firmwide taxes, payments, benefits, and premiums such as, but not limited to, workmen's compensation insurance, social security, state and federal unemployment insurance, medical-hospital insurance, salary continuation insurance, pension plan costs, and pro rata allowances for vacation, sick leave, and holiday pay applied as an average percentage of the direct salary, all indirect salaries, incentive and retirement pay, buildings and equipment, taxes, licenses, insurance, professional education, cost of acquiring and maintaining computers, developing software and training staff, recruiting costs, business development expenses, general printing and reproduction costs, library and periodical expenses, business development expenses, executive, administrative accounting, clerical salaries and expenses, and all other generally accepted overhead expenses. General overhead also includes labor burden, indirect expenses and profit.

H. **Owner.** All references to OWNER to this agreement shall be construed to refer to the City of Northport, Alabama, a Municipal Corporation, or its designated representative.

I. **Project.** Shall refer to the public work(s) as generally described herein or any phase or portion thereof and to which the engineering services pursuant to this AGREEMENT relate.

J. **Salary Cost.** That, the ENGINEER'S salary costs are defined as the amount of the wages or salaries of the ENGINEER'S employees including ENGINEER if not a corporation, working on the project(s) as reflected by the Engineer's hourly rate schedule. Salary costs are further described as the direct salary. Salary costs are included in general overhead and in the hourly or per diem hourly rate.

K. **Singular/Plural:** The singular shall include the plural and vice-versa, unless the context clearly indicates otherwise.

L. **Substantial Completion:** Shall be that degree of completion of the Project or a defined portion of the Project, as evidenced by the ENGINEER's written notice of substantial completion, sufficient to provide the OWNER, at its discretion, the full time use of the Project or defined portion of the Project for the purposes for which it was intended. "Substantial Completion" of an operating facility or operating component of the Project shall be that degree of completion that has provided a minimum of seven (7) continuous days of successful, trouble free operation of the facility in a "fully automatic" manner acceptable to the OWNER and ENGINEER and with all redundant systems fully operational. All equipment contained in the Project, plus all other components necessary to enable the OWNER to operate the facility in a manner that was intended shall be complete on the substantial completion date.

M. **TCP: "Traffic Control Plan":** A plan to regulate the flow of traffic at a minimum in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Federal Highway Administration.

N. **Trade Contracts or Contractors:** Shall refer to multiple prime contractors on one project usually utilizing a construction management format. Each trade contract represents a significant construction activity performed concurrently with and closely coordinated with activities on the project under other trade contracts.

ARTICLE 3 - SCOPE OF SERVICES

GENERALLY: For the respective sums and subject to the respective maximums as set forth in Article 14 hereof, the ENGINEER agrees to perform for OWNER, for the above described Project, the professional services necessary for the design, bidding, and construction of the Project as set forth in this contract. The engineering and related services for the Project referred to within this AGREEMENT shall generally include, but are not limited to the services set forth herein, including coordinating and cooperating with other persons, firms and companies under contract with the OWNER. To the extent applicable to the Project, during the design and construction, the ENGINEER shall comply with any of the OWNER'S APPLICABLE DESIGN CONSIDERATIONS for the type of project. However, such DESIGN CONSIDERATIONS shall be utilized only as minimal considerations and by no means include or reference all considerations necessary for an acceptable or proper design. The work of the ENGINEER shall result in the project functioning in accordance with the scope of work. It is the intention of the Owner that the project to which this AGREEMENT pertains, reliably and properly serve the purpose for which it was designed and constructed.

If no consideration is indicated in Article 14 for the respective engineering services, it is the intention of the parties that those particular services not be provided or performed unless it is otherwise indicated to be included within another service.

Effect of State and Federal Laws and Regulations. The Scope of Services as defined herein and as provided by ENGINEER are based upon those federal and state laws, regulations or requirements in effect on the date of execution of this agreement. State or federal laws, regulations or requirements enacted or promulgated after the date of said execution shall automatically be incorporated by ENGINEER into the Scope of Services to the extent applicable. If such incorporation substantially increases the level of effort required of the ENGINEER, the basis of the compensation as defined herein shall be subject to renegotiation between the parties. It shall be the responsibility of the ENGINEER to promptly notify OWNER

of any such changes in state or federal laws or regulations or requirements which would effect his/her scope of services or level of effort.

In addition to fulfilling all requirements of this AGREEMENT, ENGINEER shall perform for OWNER the following services:

A. Preliminary Design Services: The ENGINEER shall prepare preliminary design documents for approval by OWNER consisting of preliminary drawings, and other services and documents, which among other matters shall illustrate the scale and relationship of the project components, fixing and describing the size and character of the entire project, including if applicable or feasible, location, alternate routes, materials and such other elements as may be appropriate. Included in preliminary design shall also be the following:

1. Preconstruction Activities: ENGINEER shall conduct pre-construction activities consistent with accepted engineering practices, including but not limited to preliminary and design surveying, soil evaluations, public meetings, predesign conference with all utilities with facilities in the project area, or meetings with interested entities, estimates of probable construction cost, all required public notices and hearings (as required by state or federal governments), federal and state applications and compliance with the same.
2. The ENGINEER shall prepare and formulate an engineering plan for the Project(s), including but not limited to attending meetings with City representatives, contact, collect, review, study and evaluate all previous reports, plans and studies in the Project(s) area, including but not limited to utilities, rights-of-way, drainage, etc. Assemble, review and evaluate all subsurface information available. Collect property ownership information.
3. Establish design criteria. Contact all involved utilities and agencies that may have criteria that would affect the design process, particularly any agency that may have jurisdiction affecting the location, design, environmental, historical and/or archaeological impact of the Project(s).
4. Attending coordination and consultation meetings with the OWNER'S staff to obtain input into the design process. Attendance of one (1) meeting (per month) at OWNER'S request and at locations specified by OWNER, per project, is included within the Scope of Services. These meetings are for the benefit of the OWNER. Additional meetings may be necessary for the ENGINEER to obtain information required by the ENGINEER. The ENGINEER shall consider OWNER preferences in the design.
5. Evaluate alternative routes. Factors to be considered in evaluation include, but are not limited to:
 - Right-of-way acquisition
 - Traffic control
 - Utility conflicts
 - Constructability
 - Construction cost
 - Soil conditions
6. Preparing preliminary design documents to include, but not limited to the following, where applicable: Preliminary layouts showing all major utilities, etc., which could be located through the exercise of due diligence.
 - Geotechnical investigation and report to include field services and other design testing as well as all other studies or surveys shall be included.
 - Interconnection and valving.
 - Realignment of routes.
 - Construction cost estimates.
 - OWNER approval of sites or easements shall be obtained as soon as possible to expedite acquisition. ENGINEER shall provide current ownership information for all necessary

acquisitions including name of owner, address of owner, source of title, and the associated tax parcel identification number.

- Sites for all facilities.
- Descriptions, capacities, piping schematics, sketches, and/or preliminary drawings of all facilities as needed to convey design and performance concepts to OWNER and others.

It is recognized that portions of the Preliminary Design may have to be submitted prior to the Complete Preliminary Design in order to obtain OWNER concurrence of concepts prior to incurring cost and time for concepts that may be determined unacceptable.

7. Utility Location and Conflicts: The Engineer shall locate and identify all utilities within the project area and reflect the same on the preliminary plans. The Engineer shall determine the necessity for relocation and/or areas of relocation for each utility within the Project area that conflicts with the Project. The engineer shall contact each such utility and coordinate with their respective representative's relocation activities if necessary. In regard to City utilities (water, waste water, storm drainage, fiber optic and/or telecommunications, etc.) the Engineer shall, during preliminary design, locate the same both horizontally and vertically as they exist within the project area. If it appears that any City utilities so located may conflict with the Project, the Engineer shall notify the appropriate department of the City, in writing, during preliminary design phase. The Engineer shall then confer and coordinate with such City representative in regard to the best course of action to address the City utility conflict or relocation of the same during and prior completion of final design and incorporate within final design and the contract documents the appropriate solution to address City utility conflicts.
8. Furnish to OWNER, on at least a monthly basis, a progress report and appropriate interim work products. (Although the same will not be considered submission of completed or draft preliminary design, it will be used by OWNER to facilitate its review of the ENGINEER'S progress on preliminary design submittal documents and shall not obligate OWNER to review these documents within a particular time frame.
9. Submittal of five (5) sets of draft preliminary design documents to OWNER for OWNER staff and OWNER representative review and comment. (These draft preliminary documents shall be complete.) After OWNER review, the ENGINEER shall modify the preliminary design documents in accordance with the comments by the OWNER.
10. Preparing a budget - estimate of probable construction cost based on the preliminary design documents. The ENGINEER's estimate of construction cost of the Project is \$239,700.00.
11. Submittal of five (5) sets of completed preliminary design documents to OWNER to review and approve. These preliminary design documents shall be complete and address all comments of OWNER. In addition, the ENGINEER will provide the OWNER with AutoCAD software electronic files of all design drawings prepared for this project.
12. Make required application and submissions, and meet with and obtain reviews, approvals and permits for the Project, from applicable county, state or federal regulatory agencies. Assist OWNER in obtaining consents and approvals from any FHA rural water authorities or districts. If the Project is funded, in whole or in part, by the proceeds of a loan to the OWNER from the State Revolving Fund (SRF) either water or sewer, or a grant or funding from the Federal Highway Administration (FHA or ISTEA), the Department of Housing and Urban Development (HUD), the Community Development Block Grant Program (CDBG), the State of Alabama Department of Transportation (ALDOT) or any other State or Federal agency or combination thereof, the ENGINEER shall conduct all services in conformance with applicable regulations and requirements, including but not limited to approval of plans, specifications, invoices, and providing the required certifications and obtaining the required approvals. Without limiting the generality of the foregoing the ENGINEER's attention is called to the necessity to comply with the State of Alabama Department of Transportation Guidelines for Operations in regard to the procedures for processing State and Industrial access funded projects for cities and counties.

13. The ENGINEER shall perform design testing including but not limited to geotechnical investigations (field services and test drilling), for the compensation for such services as set forth in this agreement, unless already performed under separate contract. The ENGINEER shall determine, as part of preliminary design services, if archeological or historical, as well as Wetlands, environmental or endangered species studies or surveys of sites, easements or any area of the project is needed and so advise the OWNER. If this agreement provides compensation for such services, then the ENGINEER shall have such studies or surveys performed.

B. Final Design Services: The ENGINEER shall not proceed with final design services until the completed preliminary design documents have been approved by the OWNER. Final design services shall be performed by ENGINEER, to further fix and describe the project with such accuracy and detail so as to enable the Contractor or Contractors as the case may be, to bid and construct the project, and minimize potentials for construction changes, construction additions, claims, delays, omissions, or conflicts, including but not limited to the following:

1. Attending periodic coordination and consultation meetings with the OWNER'S staff to present work completed or underway at the time of the meeting and to obtain OWNER input. Attendance of one meeting, per month, at OWNER'S request and at a location specified by OWNER, per project is included within the scope of services. These meetings are for the benefit of the OWNER. Additional meetings may be necessary for the ENGINEER to obtain information required by the ENGINEER.
2. At its option, the OWNER may elect to furnish certain Standard Specifications and/or Contract Documents including front-end legals, general conditions, and/or technical specifications to the ENGINEER for use on this project. The ENGINEER shall modify these standard specifications (by special conditions) to meet the requirements of this contract for this project. The furnishing by the OWNER of any such standard specifications or Contract Documents in no way reduces the responsibility of the ENGINEER for the correctness and completeness of the specifications or Contract Documents or any other aspect of the work for this project. The ENGINEER shall modify and revise such standard specifications or Contract Documents by special conditions as he deems necessary in order to perform service for OWNER as required herein and complete the project.
3. Submittal of five sets of preliminary construction Contract Documents, including plans and specifications on each project to the OWNER or OWNER'S representative for review when each design is approximately two-thirds complete for each project. Mark the printing date on these and subsequent sets of documents. Transmittal of relevant portions of plans and specs to affected utilities.
4. Design criteria; Federal and State rules and regulations: The work designed shall be "first class" in all respects and shall comply with all applicable design and construction standards and regulations including but not limited to standards of the Alabama Department of Transportation, Federal Highway Administration, the U. S. Army Corps of Engineers, ADEM, NFPA, ACI, AISC, applicable storm water regulations and applicable building codes. The work designed shall be submitted to the applicable regulatory agencies and offices by the ENGINEER for approval or review as required and the documents shall be modified by the ENGINEER to meet all code and regulatory requirements. It shall be the responsibility of the ENGINEER to make a determination and advise the OWNER's representative, in writing, as to whether or not or to what extent permit(s), license(s), consent(s) or studies are required by any Federal, State or Local Government or agency for the Project. Without limiting the generality of the foregoing, ENGINEER shall make such determination and advise the OWNER's representative, in writing, whether or not a permit is required for any of the following: Wetlands (Sec. 404 Clearwater Act), Storm Water (Phase I and Phase II) (33 USC §1342 et seq., Ala. Code §§22-22A-1 – 22-22A-14), threatened or endangered species, archeological or historical (cultural) sites, and/or hazardous materials. The OWNER may elect to have the ENGINEER perform any such permitting, licensing or study services pursuant to Article 6. "Additional or Extra Services."

5. ~~All design and building specifications for new or renovated buildings and/or other facilities, to the extent applicable, shall comply with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) as promulgated by the U.S. Architectural & Transportation Barriers Compliance Board. All construction work done pursuant to said design and building specifications shall comply with the ADAAG. The ENGINEER will design said work and verify through observation that the work complies with the ADAAG.~~
6. Provision of final surveying to establish vertical and horizontal control for design and construction and for easements, rights-of-way, and/or land purchase. The ENGINEER shall obtain permission, written where feasible, from property owners prior to entering upon the same for surveying or any other purpose. The ENGINEER shall take reasonable measures to prevent damage to property and repair damage where practical.
7. Development of final construction cost estimates.
8. Preparation of correct legal descriptions and plats for deeds, rights-of-way, easements, and permits. Said legal descriptions and plats to include current ownership information, source of title, and tax parcel identification number. OWNER will provide form deeds or prepare deeds for rights-of-way and/or easements for use by ENGINEER upon ENGINEER's request. ENGINEER shall complete preparation of legal descriptions and plats in a prompt and timely manner, well in advance of bidding, so as not to delay or interfere with contractor performance. ENGINEER shall assist OWNER in negotiating or obtaining easements, deeds or rights-of-way. If condemnation is necessary, the ENGINEER shall assist OWNER as needed, including services as an expert witness.
9. The final plans and specifications provided by the ENGINEER shall bear the stamp of a professional engineer registered in the State of Alabama who is a full time employee of the ENGINEER (not a subconsultant). Each plan sheet, regardless of whether or not prepared by a subconsultant to the ENGINEER, shall bear the signature or be initialed by a professional engineer, registered in the State of Alabama, who is a full time employee (not a subconsultant) of the ENGINEER.
10. Five (5) sets per project of draft final Contract Documents including plans, specifications, and contracts, etc., shall be submitted to the OWNER for review and comment. These documents shall be complete and include all work known by the ENGINEER to be necessary in ready-to-bid documents. After OWNER review, the ENGINEER shall modify the Contract Documents in accordance with comments by the OWNER. Bid documents shall contain all provisions required for municipal contracting under Alabama Bid Law and other statutes.
11. Submission of five (5) sets per project of completed, ready-to-bid final Contract Documents (including plans, specifications, contracts, etc.) to OWNER for review and approval. After OWNER review, these Contract Documents shall again be modified, if necessary, by the ENGINEER and shall address all comments of OWNER, and be final Contract Documents.
12. Preparing final Contract Documents (including plans, specs, etc.) ready for competitive bidding.
13. Prepare definitive estimate of probable construction cost based upon final design documents.
14. Prepare Traffic Control Plan if required by provisions of Article 3.D. §11 "Traffic Control Plan."

C. Bid Phase Services: The ENGINEER shall provide the following Bid Phase Services per project:

1. Conducting pre-bid conferences.
2. Providing and coordinating bid phase activities including but not limited to the following activities:
 - Provide stamped bid plans and bid documents in PDF Internet ready format (to be included on the Office of the City Engineer's Web page) to Office of the City Engineer one week prior to the advertisement for bids.
 - Preparing and place advertisements for bids (Cost of advertisement to be paid by OWNER) pursuant to Ala. Code §39-2-2(a) (1975).

- Reproduction, distribution and handling of plans, specifications and Contract Documents to bidders, pursuant to Ala. Code §39-2-3 (1975).
 - Accept deposits from bidders (not in excess of twice the cost of reproduction and handling) and make refunds of deposits as required by Ala. Code 39-2-3 (1975).
 - Provide adequate number of copies of Contract Documents for OWNER and all State or Federal agencies.
 - Communicate with bidders and address questions and issues raised by bidders.
 - Provide technical interpretations.
 - Prepare addenda to specifications or plans.
 - Assist OWNER in letting contracts including bid openings, presence at Council Meeting pertaining to the same and opening of bids.
 - Promptly analyze and prepare written tabulations of bid proposals.
 - Evaluate and return bid bonds in accordance with Ala. Code §39-2-4(a) and Ala. Code §39-2-5 (1975).
 - Recommend contract award to OWNER.
 - Notify successful bidder of conditional award, Ala. Code §39-2-6 (1975).
 - Promptly prepare Contracts Documents for execution by successful bidder, present to bidder for execution and verify prior to delivery to the OWNER that the same are properly executed with all necessary supporting documents including bonds and insurance, pursuant to Ala. Code §39-2-8 (1975).
 - Conclude OWNER execution of Contract Documents pursuant to Ala. Code §39-2-9 and issue notice to proceed pursuant to Ala. Code §39-2-10.
3. In the provision of Bid Phase Services to the OWNER, the ENGINEER, if the Scope of Engineering Services or the project provides for the purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility, shall not specify in any bid document the use of materials or systems by a sole source, unless the ENGINEER in accordance with Ala. Code §41-16-57(b)(1975) or Ala. Code §39-2-2(f) (1975), performs the following:
- Documents to the satisfaction of the City Council that the "sole source" product or service is of an "indispensable" nature, that there are no other viable alternatives, and it has been determined that only this particular product, material, system or service fulfills the function for which the product is needed. Frivolous features will not be considered.
 - The sole source specification is recommended by the ENGINEER of record and the ENGINEER documents that there is no other product available and that the use of the requirement is of an indispensable nature and why.
 - All information substantiating the use of a sole source specification is documented by the ENGINEER in writing and maintained by the ENGINEER and provided to the OWNER at the time of advertisement for bids.
- NOTE: Sole source requirements above do not apply to the construction, reconstruction, renovation or replacement of public roads, bridges, and water and sewer facilities.
4. Rebid cost bid exceeds budget, revisions, etc.: In the event the total of the lowest bid(s) received by the OWNER for the project exceeds the ENGINEER'S final construction cost estimates provided prior to bidding, the ENGINEER agrees to make such revisions and modifications to the plans and specifications necessary to reduce the cost of the project to an amount not in excess of said construction cost estimate and will perform the incidental work and furnish the number of necessary documents as required by the AGREEMENT.

~~—The ENGINEER will be compensated pursuant to the terms and conditions to be agreed upon at that time for revising plans and specifications if the bid overrun is up to 10% of the final construction cost estimate of the ENGINEER. Provided, however, if the bid overrun exceeds 10% of the ENGINEER's final~~

~~construction cost estimate, then the ENGINEER will revise all plans and specifications for rebidding at no cost to the OWNER.~~

D. Engineering Services During Construction In the event the City determines to proceed with the construction of the project, then the ENGINEER shall perform the following services for OWNER:

1. **ENGINEER, OWNER'S Representative:** The ENGINEER shall be a representative of the OWNER during the construction of the project(s) and shall advise and consult with the OWNER or the OWNER'S representatives. With the possible exception of administering codes, laws and regulations, the OWNER'S instructions to the CONTRACTOR shall be forwarded through the ENGINEER. Provided, however, OWNER reserves the right to communicate directly with Contractor, but under such circumstances the OWNER shall keep ENGINEER informed of the nature of such communications. The ENGINEER shall have authority to act on behalf of the OWNER, but only to the extent provided for herein and in the Contract Documents.
2. **Generally:** Although the ENGINEER does not guarantee the performance of the CONTRACTOR, it shall be the duty of the ENGINEER (1) to request the CONTRACTOR to strictly adhere to the plans and specifications of the Contract Documents, (2) to use his best efforts to secure faithful performance of the contract by the Contractor, (3) to guard the OWNER against defects and deficiencies in the work of the CONTRACTORS or subcontractors and (4) to promptly advise the OWNER verbally and promptly notify the OWNER in writing of any significant departure in the quality of the materials or workmanship from the requirements of the plans and specifications, any significant problem with the work or potential claims. The ENGINEER shall keep the OWNER informed of the progress of work under this AGREEMENT and shall promptly advise the OWNER of any factors, occurrences, or developments that may necessitate modifications, revisions, or amendments to this AGREEMENT or the Contractor's Agreement. If the ENGINEER anticipates incurring cost for extra design, drafting, supervision, or other expenses due to changes requested by the OWNER in the project, ENGINEER shall immediately notify OWNER of the same in writing. The ENGINEER shall be equitably paid for such expenses and the services involved, provided that an amendment to this AGREEMENT is executed for said extra work prior to the performance of the same by the ENGINEER.
3. **Preconstruction Conference:** Conduct a Preconstruction Conference, prepare and distribute to the attendees and City representatives, a written summary of the conference.
4. **Observations of Project by ENGINEER; etc.** The ENGINEER shall make periodic visits to the project site, familiarize himself with the progress and quality of the project and determine if the project is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an ENGINEER, he shall guard the OWNER against defects and deficiencies in the work of the CONTRACTOR, and against claims for extra payment from the CONTRACTOR. While the ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the construction of the project, this shall not absolve the ENGINEER from duties to inspect and administer the project as set forth herein with reasonable skill and care.

Administration of the construction contract by the ENGINEER shall include regular inspections by the appropriate architectural or engineering professionals who prepared or assisted in the preparation of the plans and specifications for the work on the project.

The ENGINEER shall also in coordination with the OWNER conduct detailed substantial completion and final inspections and prepare punch list of all items not in full compliance with the construction contract. The ENGINEER will make follow-up inspections to determine that punch list items have been completed prior to final payment. The ENGINEER shall conduct an inspection thirty (30) days prior to the end of the CONTRACTOR'S guarantee period. In addition, inspections by the ENGINEER must be at critical phases of the project, and in no case less than two inspections each week. Additional inspections shall be made as necessary or if required by OWNER or OWNER's representative. The ENGINEER shall promptly furnish the OWNER and each of the OWNER'S designated representatives, a copy of his written report

of each inspection by him or his representative, and also summary reports of inspectors, engineers and architects. The reports shall note any deficiencies in the work.

During construction the ENGINEER shall hold a status/progress meeting with the Contractor at least monthly. ENGINEERS shall prepare a detailed written summary of the meeting within and distribute it to the attendees, including the OWNER, and the OWNER'S program coordinator within five (5) days after the completion of the meeting.

5. **Authority of ENGINEER:** The extent of the duties, responsibilities and limitations of authority of the ENGINEER during construction shall not be modified or extended beyond the scope as stated herein, without written consent of the OWNER and the ENGINEER.

The ENGINEER shall have authority to reject work by the CONTRACTOR on the project which does not conform to the Contract Documents and specifications. The ENGINEER shall also have authority, subject to consent of the OWNER, or OWNER'S designated representative, to require the work to stop whenever, in his reasonable opinion, it may be necessary for the proper performance of the plans and specifications. The ENGINEER may interpret the requirements of the Contract Documents. In such capacity, the ENGINEER shall render interpretations necessary for the proper execution or progress of the work with reasonable promptness on written request of either the OWNER or the CONTRACTOR. However, the City of Northport, as OWNER, reserves the right to render its own interpretation of the Contract Documents.

Interpretations and decisions of the ENGINEER shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter, the ENGINEER shall endeavor to secure faithful performance by the CONTRACTOR.

6. **Bid Law; Change Orders:** It shall be the responsibility of the ENGINEER to require compliance with the Alabama Bid Law, Section 41-16-50, et seq., Ala. Code (1975), §39-1-1, et seq. (1975), §39-2-1, et seq. (1975), and §39-3-1, et seq. (1975), by the CONTRACTOR on the project. ENGINEER shall determine if a change order is needed in any given case during the performance of the contract. If the ENGINEER determines that a change order is needed, then he shall prepare a written change order, stating all pertinent facts and making necessary findings of fact as required by the change order language in the contract, including a determination of whether a change order meets the criteria and should be allowed, and submit the same to the OWNER'S designated representative for approval or disapproval by the OWNER. All change orders which would (1) increase or decrease the contract sum or construction bid price, (2) extend the contract time, or (3) materially change the CONTRACTOR'S scope of work or services, shall be approved by the City Council prior to performing the work addressed by the change order. Change orders shall be allowed only under the following conditions: 1) Minor changes for a total monetary amount less than that required for competitive bidding; and/or 2) Changes for matters incidental to the original contract necessitated by unforeseeable circumstances arising in the course of work under the contract; or 3) Changes due to emergencies; and/or, 4) Changes provided for in the original bidding and original Contract Documents as alternates. Change orders shall not exceed ten (10) percent of the total contract sum.

An emergency affecting the health, safety or welfare of the public or anyone shall be promptly addressed by the CONTRACTOR at his own risk.

The ENGINEER shall require the CONTRACTOR to obtain the consent of the surety prior to the execution of change orders and verify to the OWNER or to the OWNER'S designated representative, in writing, that said change orders have been satisfactorily implemented within a reasonable period of time after approval of the change order.

The ENGINEER has authority to order minor changes in work not involving any adjustment to contract sum, construction bid price, extension of the contract time, or a material change in the contract scope of work or services; however, he shall promptly notify OWNER of such orders.

The ENGINEER shall promptly transmit written notifications from Contractor regarding the performance of work that the Contractor deems extra and obtain OWNER'S approval prior to authorizing such extra work.

Any construction contract documents prepared by the ENGINEER, or supervised and/or administered and/or inspected by the ENGINEER, pursuant to this contract, shall contain standard City of Northport change order provisions consistent with the provisions herein and, shall not contain clauses pertaining to change orders which conflict with the same or the foregoing provisions.

7. **Certificates of Payment:** As part of the administration and supervision of the contract, the ENGINEER shall determine the amount owing to the CONTRACTOR on the project based on observations at the site, inspections and on evaluations of the CONTRACTOR'S application for payment, and other pertinent information, and shall issue Certificates of Payments in such amounts provided for in the Contract Documents, after verifying in writing to the OWNER that the work which the CONTRACTOR is requesting payment on the application has, to the best of his knowledge, information and belief, been performed by the CONTRACTOR, including any change orders pursuant to the contract terms and conditions.

The issuance of a Certificate for Payment shall constitute a representation by the ENGINEER to the OWNER, based on the ENGINEER'S observations and inspections at the site as provided herein and on the date comprising the CONTRACTOR'S application for payment, that the project has progressed to the point indicated; that, to the best of the ENGINEER'S knowledge, information and belief, the quality of work is in accordance with the Contract Documents (subject to an evaluation of the project's full conformance with Contract Documents upon substantial completion, to the results of any subsequent test required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the CONTRACTOR is entitled to payment in the amount certified.

The ENGINEER shall approve payment to the CONTRACTOR only for that work which is completed. For work not fully and satisfactorily completed, the ENGINEER shall recommend withholding payment in addition to the normal retainage being withheld on the contract.

The issuance of a Certificate for Payment shall not be a representation that the ENGINEER has made any examination to ascertain how and for what purposes the CONTRACTOR has used the money so paid. However, if there is a provision in the contract to pay the CONTRACTOR for materials stored on the job site, the ENGINEER shall obtain from CONTRACTOR, prior to the next payment, written certification from the materials suppliers that previous monies paid for materials stored on the job site have been paid to the supplier of the materials.

If the ENGINEER does not have written substantiation that the CONTRACTOR has paid for such materials, the ENGINEER shall deduct the appropriate amount from the then current Certificate of Payment. If the OWNER is utilizing a procedure with the CONTRACTOR in regard to sales and use tax purchases whereby the CONTRACTOR acts as the purchasing agent of the City in regard to certain material, the ENGINEER shall assist the OWNER as an additional service for the fee set forth herein in implementing and administering the procedure.

After issuance of final payment, the ENGINEER shall coordinate with OWNER and notify the CONTRACTOR in writing of the beginning and ending of warranty periods.

Review, verification and approval of CONTRACTOR'S request for payment must be accomplished within the time period stated in the Contract Documents less ten (10) days for OWNER'S processing.

8. **Compliance with Laws, etc.:** As part of the engineering services herein for supervision and administration of the construction of the project, the ENGINEER shall have the responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project. The ENGINEER shall also comply with all applicable Federal, State and local laws, regulations and ordinances, including but not limited to the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Civil Rights Act of 1964, and any regulations promulgated thereunder, during the duration of this AGREEMENT. Failure of the ENGINEER to comply with said laws, rules, regulations or ordinances may result in this AGREEMENT being subject to termination by OWNER. ENGINEER shall not discriminate on the basis of age, race, sex, religion, national origin or disability.

9. **Access:** The ENGINEER shall at all times have access to the project after acquisition by OWNER whenever it is in preparation or progress and shall insure in the Contract Documents that both OWNER and ENGINEER have the right of access to construction site.

10. **Submittals, etc.:** The ENGINEER shall promptly review and comment, within ten (10) working days after ENGINEER'S receipt of the submittals, to the CONTRACTOR and the OWNER, on CONTRACTOR'S submittals, shop drawings, samples and other submissions for conformance with the design concept, plans and specifications of the project so as not to delay the project.
11. **Traffic Control Plan:** The ENGINEER shall review the CONTRACTOR'S Traffic Control Plan (TCP) prior to construction for conformity to the Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Federal Highway Administration, and review modifications and revisions to the TCP by the CONTRACTOR as needed to keep pace with progress of work, change orders or at the request of the City. All modifications or revisions by the CONTRACTOR to the TCP shall be submitted to the City of Northport Engineering Department prior to implementation.
- If the respective paragraph in Article 14 indicates ENGINEER will be compensated for a Traffic Control Plan (TCP); then the ENGINEER shall be responsible for the development and design of the TCP, rather than the CONTRACTOR. Such design shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Federal Highway Administration, at a minimum, and shall be submitted to the City Traffic Engineer, for review, prior to construction. ENGINEER shall modify and revise the TCP during construction to keep pace with the course of work, change orders or at the OWNER'S request. All modifications shall be submitted to the Traffic Engineer of OWNER.
12. **Substantial Completion/Final Completion and Payment:**
- (a) When the CONTRACTOR considers that the Project, or where acceptable to the OWNER, a designated portion thereof, substantially complete, the CONTRACTOR shall prepare and submit to the ENGINEER a list of items to be completed or corrected and request an inspection for substantial completion. Thereafter, the ENGINEER shall promptly conduct such an inspection and/or if an operating facility, after a minimum of seven (7) continuous days of successful, trouble free operation has been achieved during startup, the ENGINEER may in his/her professional judgment, issue a written notice of substantial completion for the purpose of establishing a start date of specific equipment guarantees and/or warranties and to establish the date that the OWNER will assume the responsibility for the cost of operating such equipment.
- Subsequent to and based upon said inspection, the ENGINEER shall prepare a punch list of all items not in full compliance with the construction contract and make follow up inspections to determine that punch list items have been completed by the CONTRACTOR or CONTRACTORS prior to final payment or determination of substantial completion as the case may be.
- "Substantial Completion" shall be that degree of completion of the Project or the defined portion of the Project, as evidenced by the ENGINEER's written notice of substantial completion, sufficient to provide the OWNER, at its discretion, the full time use of the Project or defined portion of the Project for the purposes for which it was intended. "Substantial Completion" of an operating facility or operating component of the Project shall be that degree of completion that has provided a minimum of seven (7) continuous days of successful, trouble free operation of the facility in a "fully automatic" manner acceptable to the OWNER and ENGINEER and with all redundant systems fully operational. All equipment contained in the Project, plus all other components necessary to enable the OWNER to operate the facility in a manner that was intended shall be complete on the substantial completion date.
- The ENGINEER's notice of substantial completion shall not be considered as final acceptance of any portion of the Project or relieve the CONTRACTOR from completing the remaining work, including any remaining performance or acceptance testing, within the specified time and in full compliance with the contract documents. Written notice of substantial completion shall not relieve the CONTRACTOR of his obligation to promptly remedy any omissions in latent or unnoticed defects in the Project covered by the written notice of substantial completion and the ENGINEER shall continue to perform follow up inspections to determine whether or not and to what extent punch list items have been remedied prior to final payment.
- (b) Final Inspection. Upon notice from the CONTRACTOR that the work is complete, the ENGINEER shall make a final inspection of the Project and conduct test or tests if applicable. The ENGINEER

shall notify the OWNER'S representative of the time and date of such inspection. The ENGINEER shall notify the CONTRACTOR of all apparent and/or visible instances where the work on the Project fails to comply or meet the plans and specifications in the contract documents, as well as any defects in or deficiencies he/she may discover. The ENGINEER shall then develop a written report and punch list of such defects and deficiencies and delivery a copy of the same to the CONTRACTOR and the OWNER's representative. The ENGINEER shall make follow up inspections to determine whether or not and to what extent such defects and deficiencies have been corrected by the CONTRACTOR.

Upon completion of all such repairs and correction of defects in a manner satisfactory to the ENGINEER, the ENGINEER shall make a determination that the Project is acceptable and complete pursuant to the contract documents. The ENGINEER shall notify the OWNER and the CONTRACTOR in writing of such determination and ensure that the CONTRACTOR and/or OWNER as the case may be, conduct publication of final completion. The ENGINEER shall ensure that the CONTRACTOR fulfills all of the terms and requirements for final completion of the Project in accordance with the contract documents, including obtaining from the CONTRACTOR and providing to the OWNER, all warranties, guarantees, manuals and release of liens. The ENGINEER shall then upon satisfactory completion by the CONTRACTOR of all terms and conditions required for final completion and final payment, pursuant to the contract documents, issue a certificate of payment and notify the OWNER in writing that the Project is complete in accordance with the contract documents and final payment is due the CONTRACTOR.

- (c) Inspections During Warranty and Guarantee Period. The ENGINEER shall inspect, cooperate and assist the OWNER during any warranty or guarantee period for the Project or any component or facility therein, coordinating with the CONTRACTOR and/or subcontractors as necessary for all repairs and/or replacement necessitated by defects in materials or workmanship during the warranty period. The ENGINEER shall also conduct an inspection thirty (30) days prior to the expiration of any CONTRACTOR'S guarantee or warranty period.

E. General Responsibilities: The preliminary design services, the final design services, the bid phase services, and the construction phase services, including the listing of specific work elements as stated herein, is not intended to limit the work performed to only the work elements enumerated, or the general responsibility of the ENGINEER as there will be unspecified elements to the work that are necessary and typical for the successful completion of the projects in this AGREEMENT.

ARTICLE 4 - DESIGN TESTS AND OTHER STUDIES

If the respective paragraph in Article 14 indicates compensation for the same, the ENGINEER shall furnish design testing such as soil testing and/or geotechnical services, hazardous sites, archeological or historical studies or surveys of the area of the project, as well as environmental, Wetlands, or endangered species investigations and services (unless already performed for OWNER), and any other test required or reasonably necessary for the design of this project at the compensation rate as set forth in this agreement. ENGINEER will furnish construction testing as required for the construction of this project at the unit price as specified in an attachment to this contract and paid as provided for herein. In the event there are other tests needed during construction to ensure quality of the project, ENGINEER shall promptly so advise OWNER in writing.

The ENGINEER shall require, in all Contract Documents for the construction of the project, that the CONTRACTOR perform and furnish all necessary or required structural, mechanical, chemical or other laboratory tests ("mill test"), inspections and reports, as required by law or the Contract Documents, and the ENGINEER shall inform the OWNER of such required tests, inspections and reports.

ARTICLE 5 - ADVANCED SERVICES DURING CONSTRUCTION; SDC

In the event the City determines to proceed with construction of all or any portion of the project and if the respective paragraph in Article 14 indicates compensation for the same, in addition to providing Basic Engineering Services During Construction as provided in Article 3.D, the ENGINEER shall also provide the following advanced services during construction of the project. This phase will commence with the award of the contract for construction.

A. **Additional Engineering Construction Services:**

- Construction Staking: ENGINEER shall provide certain initial surveying and related engineering services during construction including construction staking to establish horizontal and vertical control points and define the beginning and ending points of the project, topographical grade staking and locating all manholes and/or inlet structures.
- Receiving and responding to complaints or inquiries from adjoining or adjacent property owners.
- Special federal or state certifications or verifications for project close-out and completion.
- "Record Drawings" Plans: Within sixty (60) days subsequent to final payment to the Contractor on the project, the ENGINEER shall complete and deliver to the OWNER's representative three (3) complete sets of "record drawings" plans of the project. Such drawings shall be complete and depict, in engineering detail, all aspects of the project as actually constructed, showing all relevant matters including grades, coordinates, horizontal and vertical control points, manholes, inlets, etc., utilities and changes and/or modifications to the project occurring during the course of construction. Each set shall bear the stamp of a professional engineer registered in the State of Alabama. Each sheet shall be numbered sequentially and bear the signature or be initialed by a professional engineer registered in Alabama who is a full time employee of ENGINEER. Each set of "record drawings" plans shall be provided in a format suitable to OWNER.

B. **Project Inspectors:**

1. Generally. The ENGINEER shall provide a full-time resident project inspector or inspectors (as required) to make continuous on-site inspections to check the quality and quantity of the work and to insure that the work is proceeding in accordance with the Contract Documents and specifications. The inspector shall be continuously present at each job site of the project where major or critical work is ongoing, particularly when work which may be defective can be hidden or otherwise obscured.

Project inspectors (resident inspector) shall keep detailed daily diaries of the work on the project, including but not limited to what was performed, where it was performed, when it was performed and by whom and any other information regarding the project and these shall be available for review by the OWNER and representatives of the OWNER.

Project inspectors shall be responsible for conducting comprehensive reviews of the work in progress to determine compliance with the Contract Documents, reporting noted deficiencies observed in the construction to the CONTRACTOR(S) and the ENGINEER, organizing field offices, equipment, and project files, clarifying with the design staff any potential discrepancies found in the Contract Documents, documenting the construction progress through the maintenance of daily log book and diary, weekly and monthly reports, and photographs, obtaining and reviewing progress schedule, reviewing with the CONTRACTOR(S) sequence of operations control, verifying that the testing laboratory performs tests and inspections as required, assisting in the final inspection(s) and other miscellaneous activities associated with a construction project.

Project inspectors shall be experienced, qualified resident project inspectors. An inspector shall be present at specific sites of the project at all times whenever the work activity is such that the absence of an inspector may make it difficult to ascertain whether or not the work was completed in strict accordance with the Contract Documents. This includes, but is by no means limited to, the following:

- Backfilling and tamping under streets and other paved areas.
- Placement of concrete and paving.

- Connection of utilities.
- Cleaning and flushing lines.
- Disinfection.
- Testing.

If two or more such work activities are ongoing simultaneously at different sites, the ENGINEER shall provide two or more inspectors to fully and completely inspect the work. Any failure by the ENGINEER to provide such inspection services may be deemed by the OWNER to be a breach of this AGREEMENT by the ENGINEER.

2. Construction Video and Photographs. The ENGINEER shall photograph and video tape the entire project, so as to accurately depict all aspects of the same prior to, during and after construction. Photographs and videos during construction shall be at critical phases but in no event less than once a week and shall be submitted to OWNER with each request for payment.

C. CONTRACTOR'S Responsibility. Nothing in this AGREEMENT shall be construed to limit the responsibility of the CONTRACTOR to fully and completely comply with all requirements of the Contract Documents, with good construction practices, and with all laws, regulations, and other applicable requirements.

ARTICLE 6 – PERMITTING, LICENSING AND/OR STUDIES

If the respective paragraph in Article 14 indicates compensation to the ENGINEER, then the ENGINEER shall provide the specialized permitting, licensing and/or studies described herein; as follows:

A. Permits, Licenses and/or Studies: The following studies, permitting or licensing as additional services are to be provided or to be conducted pursuant to this provision if indicated by an “x” next to the applicable service, and if compensation for the same is indicated by the respective paragraph of Article 14:

Archeological; Historical; Wetlands; Endangered Species Services Etc.

- (1) ☐ Conduct environmental studies for cultural resources, threatened and endangered species, and the identification of potential hazardous material sites sufficient to comply with FHWA Technical Advisory T6640.8A dated October 30, 1987, and 23 CFR, Part 771. The archaeological phase of the cultural resource survey will identify sites that will be affected by the developed alignment to be carried forward in the environmental document.

The cultural resource report will include a recommendation as to whether the archaeological sites or structures are eligible for the National Register of Historic Places. If there are sites recommended for eligibility that cannot be avoided, a supplemental agreement may be implemented to determine if the sites are important for what can be learned by data recovery or if the sites warrant preservation in place. When given the notice to proceed with the studies on this project, the ENGINEER shall submit the following for review by the City/State: A letter from the U. S. Fish and Wildlife Service containing a list of endangered and threatened species that may exist within the project.

If threatened or endangered species are identified, qualified personnel, either subconsultant or in-house personnel will perform endangered and threatened species work. Qualifications should indicate expertise with those species involved with the proposed project. The ENGINEER shall perform all studies of endangered species in accordance with the Technical Advisory and Section 7 of the Endangered Species Act to the point where a “no effect” or a “may effect” determination can be made for the alignment under consideration. In the event of a “may effect” determination, additional studies may be required for Formal Consultation with the U. S. Fish and Wildlife Service. If additional studies are required, the CITY may enter into a supplemental agreement with the ENGINEER. Reports and data justifying this determination must be supplied to the CITY along with a proposal for the work under the supplemental agreement.

- (2) ☒ Wetland permitting and delineation will be performed in accordance with the U. S. Army Corps of Engineers 1987 "Manual for Delineating Wetlands." This shall include the completion of delineation forms provided in the manual. A copy of these forms shall be provided to the City for evaluation. Wetland evaluation shall be performed in accordance with T6640-8A.
- (3) ☐ Perform storm water assessment and permitting pursuant to applicable provisions of NPDES Phase I and Phase II, 35 USC §1342 et seq., Ala. Code §22-22A-1 through §22-22A-14 (1975) and applicable regulations. Permits shall be obtained in the name of the contractor and not that of the City, if feasible.
- (4) ☒ Obtaining letters of map revisions (L.O.M.R.). Perform the necessary fieldwork, assistance with public notification and hearings as required, coordinate all city and FEMA (Federal Emergency Management Agency) requirements with respective contact representatives, and provide civil hydraulic engineer services to prepare the necessary documents and complete the required FEMA forms to request a letter of map revision (L.O.M.R.) on behalf of the City for the project.
- (5) ☐ Additional design surveying or studies. Performing surveying activity above and beyond that normally associated with project design and/or gathering field data requiring labor intensive activity at hourly rates.
- (6) ☒ Miscellaneous studies, licensing and/or permitting for City of Northport Permits

B. The ENGINEER shall take all administrative and regulatory measures required to obtain any of the permits, licenses or permissions indicated as to be provided herein from the applicable regulatory agency of the State or Federal Government on behalf of the City for the Project.

All permits shall be obtained in the name of the OWNER. The OWNER will pay the amount of the permit directly to the appropriate agency. The ENGINEER shall ensure that the CONTRACTOR'S agreement requires the CONTRACTOR to comply with all terms and conditions of such permit and implement the same.

ARTICLE 7 - LEVEL OF COMPETENCE, OWNER APPROVAL, CONFLICTS OF INTEREST, ETC.

The ENGINEER shall be responsible, to the level of competence presently maintained by other practicing professional engineering organizations engaged in the same type of professional services in the Southeastern United States, for the professional and technical adequacy and accuracy of the surveys, designs, drawings, specifications, bidding, Contract Documents, inspection, administration, services during construction, and other services furnished under this contract. The ENGINEER shall employ competent professional engineering consultants registered in the State of Alabama and duly licensed therein where needed subject to the same standard, to assist him or it where needed to fulfill the terms of this AGREEMENT.

The ENGINEER shall be solely responsible for the accuracy and adequacy of the construction documents, including but not limited to plans, specifications and drawings. The ENGINEER shall be solely responsible for the adequacy of engineering services during construction.

In the event damages are sought or recovery sought or obtained from OWNER by any third party based upon or arising from or attributable in whole or in part to, negligent errors, omissions, inaccuracies or inadequacies in (1) the construction documents including plans, specifications or drawings; (2) Contract Documents (not including OWNER

provided front-end legals); (3) services during construction, then the ENGINEER shall indemnify and hold the OWNER and its representatives harmless.

The ENGINEER agrees to furnish and pay for the cost of the defense (including attorney's fees) of the City of Northport, its officers, agents, and employees from any and all claims based on the acts or omissions of the ENGINEER.

All plans, specifications, detailed drawings, approvals, etc., for engineering pertaining to this project, will be done under the direct supervision of professional engineers. All architectural plans shall be done under the direct supervision of registered architects.

Designated herewith (as applicable) are the engineering or architectural subconsultants or associates:

All plans prepared by professional engineering or architectural consultants shall be separately identified by title, sheet number, and official registration seal or signature, and registration number. Engineering or architectural drawings shall not be combined with other drawings unless deemed to be "incidental" category.

No changes shall be made in the foregoing consultants designated without prior written notice to the OWNER. However, the responsibility for the work of all consultants and subcontractors, etc., to the ENGINEER rests solely with the ENGINEER.

Level of competence includes but is not limited to, Architect's/Engineer's service which at a minimum are in full compliance with all applicable laws, codes, regulations and rules of the city, county, state and federal governments or agencies thereof.

OWNER'S approval. All plans, drawings and specifications, Contract Documents, etc., for the project shall be submitted by the ENGINEER to the OWNER for review and/or approval. However, such review and/or approval by the OWNER and/or its employees, representatives and agents of the OWNER, of the preliminary design, the final design, the Contract Documents or any other documents are for usability and maintainability, not for adequacy, accuracy or Code compliance and thus shall not in any way, relieve, reduce or minimize the responsibility or liability of the ENGINEER for its obligations under this AGREEMENT.

CONFLICTS OF INTEREST. The ENGINEER represents and warrants to the City that it is not aware of any conflict of interest which exists or could arise by means of its provision of services to the City pursuant to the terms and conditions of this agreement. This is an exclusive personal service agreement and ENGINEER will not represent the interest of any other person, firm or entity that conflicts with the interest of the City of Northport in regard to the subject matter of this agreement or the performance of services pursuant to the terms and conditions hereof. It is understood by and between the parties hereto that neither the Engineer nor any of its officers, agents or employees nor any sub consultant to the Engineer nor any subsidiary, parent entity, principal officers nor any entity having a beneficial interest in any of the same, may submit a bid or proposal in response to any request for proposals or advertisement for bids resulting from the services provided in whole or in part pursuant to this agreement

ARTICLE 8 - RECORD DOCUMENTS

The ENGINEER shall furnish to the OWNER' representative for its review and approval, two (2) review sets of record drawings, plans and specifications prior to making the final record documents. The ENGINEER shall also furnish to the OWNER' Representative two (2) accurate, complete record sets of plans, specifications and drawings

of the project, as finally constructed, with revisions and changes clearly shown thereon. One set thereof shall be on CD or disk, as appropriate, in AutoCAD file format. Any file conversions necessary to make the same immediately useable by the City without further modification will be made by the ENGINEER at the Engineer's expense prior to delivery of the same to the OWNER. The other set of accurate complete record plans and specifications of the project as finally constructed shall be in print. The ENGINEER will also furnish the OWNER, after completion of construction of the project, two (2) sets of contract documents and modifications, including all change orders which shall be of a permanent nature on CD or disk as appropriate, in the format compatible with City software and hardware systems. All record documents as specified above shall be delivered to the OWNER as soon as possible after final inspection and before the final Engineer's fee is paid.

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

Plans, drawings, maps and specifications, or other documents, etc., prepared by ENGINEER as instrument of service, are the property of the ENGINEER, whether the project for which they are made is constructed or not. Copies of such documents shall be promptly furnished to the OWNER by the ENGINEER. Such drawings, plans and specifications or other documents may be used by the OWNER on the project which is the subject of this AGREEMENT and also for reference and other information on other projects without any further compensation or approval by the ENGINEER. The OWNER may also make submissions or distributions of such plans, drawings, and specifications of the ENGINEER to meet request for public records, official regulatory requirements or for other purposes in connection with the project and future improvements, repairs or expansions of and connections to the project, any such submissions or distributions or usage shall not be construed as publication or use in derogation of the ENGINEER'S rights herein. The executed construction contract documents and request for proposals (less plans, specifications and drawings), bids, bid tabulations, bonds, insurance certificates, etc., shall be the property solely of the City of Northport as OWNER.

LITIGATION ASSISTANCE. The scope and extent of engineering services to be provided under this AGREEMENT does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the OWNER. However, plans, specifications, documents, studies and any data or information otherwise resulting from the performance of the AGREEMENT by the ENGINEER may be utilized by the OWNER in bringing, defending, or otherwise assisting in litigation undertaken or defended by the OWNER without any additional costs to the OWNER.

CONFIDENTIALITY. All documents, information, memoranda and all other such written or verbal information provided by the City to ENGINEER shall be held strictly confidential by ENGINEER and any of its subcontractors and shall not without the prior written consent of the OWNER, be used for any purpose other than the performance of this agreement, nor be disclosed to any other entity not connected with the performance of this agreement. Any entities requesting such information shall be directed by ENGINEER to contact OWNER's representative.

The ENGINEER shall not use the City's name or insignia or logo in any magazine, trade paper, newspaper or other medium without first obtaining the written consent of the City.

Pursuant to Ala. Code §36-12-40, as amended by Acts of Alabama 2004-487, neither the Engineer employed hereunder nor any subconsultant employed by the Engineer, shall at any time allow the dissemination or copying of any information exempted from public disclosure by this section which specifically provides the location of critical infrastructure or critical energy infrastructure as defined in 42 U.S.C. §5195c(e) and 18 C.F.R. §388.113(c)(1) as amended belonging to or provided to the City.

COPYRIGHT INFORMATION / INTELLECTUAL PROPERTY. With the exception of reports, plans, drawings, maps, specifications, contract documents and other instruments of service as addressed herein, the parties acknowledge and agree that the intellectual property of either party shall remain the property of the respective party, including intellectual property developed during the course of this agreement in the performance of services by ENGINEER. However, the

OWNER may utilize any of such ENGINEER's intellectual property for and on behalf of its internal operations, as well as maintenance, construction and repair of its facilities. With the exception of contract documents if the ENGINEER clearly marks and identifies any documents or materials it deems intellectual property and/or copyrighted information The Owner will take steps reasonably necessary with its employees with respect to the use, copy, protection, and security of such intellectual property. Provided; however, the Parties acknowledge and agree that the Contract documents including all attached or referenced plans, maps and all specifications, once executed, are public records and subject to disclosure and copying to the public pursuant to applicable state law.

ARTICLE 10 - ASSIGNMENT

The OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party, to this AGREEMENT and to the parties, successors, assigns, and legal representatives of such other party with respect to all covenants and conditions of this AGREEMENT. Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any interest in this AGREEMENT without the written consent of the other. No such assignment shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party shall in all respects remain liable hereunder irrespective of such assignment.

Use of subconsultants by the ENGINEER or subsidiary or affiliated firms of the ENGINEER for technical or professional services, shall not be considered an assignment of a portion of this AGREEMENT. Nothing herein shall be construed to give away any rights or benefits hereunder to anyone other than OWNER and ENGINEER. There shall be no third party beneficiaries to this AGREEMENT.

ARTICLE 11 – INSURANCE

That, the ENGINEER shall secure and maintain throughout the duration of this AGREEMENT, insurance of such type and in such amounts as may be necessary to protect its interest and the interest of the OWNER against hazards or risk of loss as herein specified and as otherwise appropriate. The underwriter of such insurance shall be qualified to do business in Alabama and shall be acceptable to the OWNER. The certificate provided to OWNER shall contain a provision that not less than ten (10) days written notice will be given to the OWNER before major policy or coverage modifications are made or before any policy or coverage is canceled. Without limiting the requirements herein set forth, the insurance coverage shall include a minimum of:

1. Workmen's Compensation and Employer's Liability Insurance as required by the laws and regulations of the State of Alabama.
2. Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the ENGINEER and the OWNER against claims for injuries or damages to property arising out of any act of the ENGINEER or of any of its agents or employees or subcontractors and shall cover operations with respect to on-site and off-site operation under this AGREEMENT and insurance coverage shall extend to any motor vehicles or other equipment used by the ENGINEER in the performance of this contract, irrespective whether the same is owned, non-owned or hired. The limits of liability shall not be less than \$500,000 Combined Single Limit.
3. Commercial General Liability Insurance. This insurance shall be written in comprehensive form and shall protect the OWNER and the ENGINEER against claims arising from injuries to members of the public, City employees, or damage to property arising out of any act of the ENGINEER or any of its agents, employees or subcontractors. The limit of liability shall not be less than \$1,000,000 Combined Single Limit.
4. Errors and omissions insurance. The ENGINEER shall furnish and obtain professional liability insurance coverage in an amount not less than \$500,000.00 and subconsultants shall provide limits of insurance commensurate with the responsibilities of their work.

The insurance coverage as specified above shall constitute minimum requirements and the OWNER, its officers, agents, employees associated with the project, and Program Coordinator shall be named as additional insureds in insurance coverages identified in items 2 and 3 and shall be shown as such on the certificate of insurance. All certificates of insurance, as well as any other supporting information deemed necessary by the OWNER, shall be submitted to the OWNER prior to initiating work on this project(s). The certificate shall state that the City shall be given ten (10) days written notice of cancellation or any change in the coverage of insurance certificates shall not exclude liability for failure to notify nor shall it state "endeavor to notify" in lieu of what is required. Full aggregate limits shall apply per project. At the OWNER'S request, the ENGINEER shall submit certified copies of the complete policies.

ARTICLE 12 - STATUS OF ENGINEER

It is understood and agreed between the parties hereto that the status of the ENGINEER and his employees, officers, agents and subconsultants, shall be that of an independent contractor to OWNER and it is not intended, nor shall it be construed, that the ENGINEER, or any of his employees, officers, agents, and subconsultants, is an agent, officer or employee of OWNER for any purpose.

ARTICLE 13 – PERSONNEL

A. The ENGINEER agrees to assign experienced and competent professional personnel to provide the services to the OWNER pursuant to this agreement. The ENGINEER represents to OWNER that the following persons are so qualified and are assigned to this project or, with the consent of OWNER'S representative, individuals with similar experience and qualifications:

Senior Project Manager: Frank E. Summers, P.E.
Project Manager/Engineer: Bradley Porter, P.E.
Subconsultant: _____

B. The OWNER'S designated representative shall be Brad Matthews of the City of Northport.

C. All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: **City of Northport**
Attn: Brad Matthews
3500 McFarland Boulevard
Tuscaloosa, AL 35476

Engineer: **TTL, Inc.**
Attn: Frank Summers
3200 Rice Mine Road NE
Tuscaloosa, AL 35406

D. ENGINEER represents and warrants to the OWNER that its Senior Project Manager for the principal performance of services by ENGINEER pursuant to the terms and conditions of this agreement shall be and remain Brad Matthews and there shall be no change in the Project Chief Consultant without the prior written consent of the CITY's representative.

ARTICLE 14 – COMPENSATION

The OWNER agrees to pay the ENGINEER the following compensation as indicated for the respective completed engineering services. In billing for all services or reimbursements, the ENGINEER shall submit to OWNER'S representative, upon request, timesheets and other documentation satisfactory to OWNER'S representative to support said fees or expenses. Hourly rates shall be billed as per Exhibit "B" adopted herein by reference, plus direct expenses.

A. Preliminary Design: The ENGINEER shall receive, for the Preliminary Design Services, after approval by OWNER, the sum of \$ 41,725.00. This amount includes any design testing unless a separate amount is stated as compensation for design testing. This amount represents the total compensation to the ENGINEER for Preliminary Design Services on all phases of the project.

B. Final Design: The ENGINEER shall receive, for the Final Design Services, after approval by OWNER, the sum of \$ 100,140.00. This amount represents the total compensation to the ENGINEER for Final Design Services on all phases of the project.

C. Bid Phase: The ENGINEER shall receive for Bid Phase Services, upon award of construction contract by OWNER, the sum of \$ 8,345.00. This amount represents the total compensation to the ENGINEER for Bid Phase Services on all phases of the project.

D. Basic Engineering SDC: If the City determines to proceed with construction of all or any phase of the project, the ENGINEER shall receive compensation for Engineering Services During Construction, at an hourly rate as per Exhibit "B", as services are rendered, up to the maximum sum of \$ 16,690.00. This amount represents the total compensation to the ENGINEER for Engineering Services During Construction on all phases of the project.

E. Design Surveying: While a certain level of surveying is required for preliminary design and included within the compensation for those services, if the parties agree that the nature and extent of the project necessitate design surveying in excess of that normally required for design by indicating a compensation for those services, then the ENGINEER shall receive compensation for additional design surveying at an hourly rate as per Exhibit "B." However, the total cost to the OWNER shall not exceed \$ 16,690.00 without OWNER'S written consent.

F. Maximum Payments: It is understood by and between the parties that, for providing the services in subsections A, B, C, D and E, the maximum total cost to the OWNER on all projects or phases shall not exceed \$ 166,900.00, unless specifically authorized by a written Amendment to this Agreement.

The ENGINEER'S preliminary estimate of the cost of construction of the project is stated in "Preliminary Design," Article 3.A.10 of this agreement. The ENGINEER acknowledges that the OWNER'S agreement to the compensation amounts set forth herein was derived in part from ENGINEER'S estimate of construction cost. As a consequence, if the total bid award for construction of the project is more than 15% less than ENGINEER'S estimate, the OWNER may elect to adjust or receive a refund from ENGINEER in an amount equal to the percentage excess beyond 15% of the bid award of the ENGINEER'S maximum payment.

G. Easements/Rights-of-Way: ENGINEER shall receive compensation for easements or rights-of-way services for all the project or any phase at an hourly rate as per Exhibit "B," as services are rendered, up to a maximum sum of \$ NA. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

H. Advanced Services During Construction (SDC); Administration and Inspections: If the City determines to proceed with construction of all or any part of the project and to utilize the additional engineering construction services, project inspectors and other Services During Construction pursuant to Article 5, the ENGINEER shall receive compensation for such Services During Construction, as services are rendered, at an hourly rate as per

Exhibit "B". This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

The cost to the OWNER for these services shall not exceed the following amounts calculated at the hourly rates as per Exhibit "B":

Construction Staking	\$	NA
"Record Drawings" Plans	\$	NA
All other SDC Services	\$	NA

Provided, however, that the cost to OWNER stated herein is premised upon CONTRACTOR completing the project on time which, if the same is not the case due to no fault of the ENGINEER, the maximum cost will be reasonably adjusted accordingly upon written notice to OWNER. The written notice will be given to the OWNER by the ENGINEER prior to incurring the extra cost and demonstrating to the OWNER's satisfaction the reasons for incurring the increased expense.

I. Design Testing: The ENGINEER shall be reimbursed by the OWNER for design testing for all the phases of the project at an hourly rate as per Exhibit "B," as services are rendered, in an amount not to exceed \$ 7,500.00. This amount represents the total compensation to the ENGINEER for these services on all phases of the project. If no amount is stated, all design testing costs are included in the Preliminary Design amount set forth herein.

J. Construction Testing: ENGINEER shall be reimbursed by OWNER for construction testing (not design testing) for all the phases of the project at an hourly rate as per Exhibit "B," as services are rendered, up to a maximum of \$ NA. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

K. Administration; Reimbursement of Expenses: ENGINEER shall be reimbursed by OWNER for the actual cost of miscellaneous fees and charges related to the project and for refunds of contract documents to Bidders in accordance with law; not to exceed a maximum of \$ 5,000.00.

L. Permitting, Licensing and/or Studies: The ENGINEER shall be reimbursed at an hourly rate as per Exhibit "B," as services are rendered, by OWNER for the specialized services as indicated in Article 6 for permitting, licensing or studies in an amount not to exceed \$ 3,300.00, without OWNER's consent. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

M. Prequalification of Bidders: If the OWNER elects to prequalify bidders pursuant to applicable provisions of the Alabama Bid Law, the ENGINEER shall be compensated at an hourly rate as per Exhibit "B," as services are rendered, but not to exceed \$ NA. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

N. Traffic Control Plan: The ENGINEER shall receive as compensation for development and design of a traffic control plan (TCP), after submission and review by the City Engineer, the sum of \$ 5,300.00. This amount represents the total compensation to the ENGINEER for the TCP, including revisions and modifications as the work progresses.

O. L.O.M.R.: The ENGINEER shall be reimbursed by OWNER for the cost for the specialized services of assisting the OWNER in obtaining letters of map revisions on drainage projects at an hourly rate as per Exhibit "B," as services are rendered, not to exceed \$ NA. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

P. Sales and Use Tax Savings: In the event the OWNER and the Contractor determine to utilize a sales and use tax savings agreement in regard to the Project and if a compensation amount is indicated below, the ENGINEER will provide administration and coordination services to OWNER in regard to purchase orders, payments and invoices on the Project as required by the agreement between the OWNER and the Contractor. The ENGINEER shall be compensated for these services at the hourly rate reflected on Exhibit "B," as services are rendered, but not to exceed a maximum of \$ _____ NA _____. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

Q. Generally: The OWNER may elect at its discretion to pay the ENGINEER a portion of the compensation due for any phase of services based upon an invoice of the ENGINEER prior to the completion of that phase or the approval by OWNER of that phase. The OWNER has the right to appeal or ask for clarification on any ENGINEER billing. In the event of termination by the OWNER, the ENGINEER shall be paid a pro rata share for the work deemed by the OWNER to be acceptably performed. This compensation is based upon services being provided in the calendar years _____ 2025-2026 _____.

The ENGINEER shall maintain books and accounts of project related payroll costs, travel, subsistence, field and incidental expenses, in accordance with generally accepted accounting principles and practices. Each of such documents shall indicate to which project or AGREEMENT they are applicable. Such books shall be available during ENGINEER'S normal business hours for the project duration and for a period of one (1) year after completion thereof for an examination by OWNER or OWNER'S representatives to the extent required to verify the costs incurred hereunder. Said books shall be maintained in the ENGINEER'S local offices.

Approvals by OWNER are for maintainability and usability only, not for adequacy or accuracy of design, Code compliance or other engineering services and shall in no way relieve ENGINEER of full responsibility to provide the full range of competent professional services required herein.

ARTICLE 15 - PERIOD OF SERVICE

The ENGINEER agrees to complete all services required by this AGREEMENT within the following time periods unless otherwise extended in writing by the OWNER. If delay is attributable only to the OWNER, or its officers, agents, and employees, then OWNER will grant ENGINEER a reasonable extension of time to complete any given phase. OWNER will not unreasonably withhold its agreement to extend the time if the circumstances require such, so long as the necessity for such an extension is not attributable in whole or in part to the ENGINEER or any of its subconsultants.

Time as stated herein refers to calendar days. Each phase of service required by this AGREEMENT shall be initiated immediately upon authorization by the OWNER. Time is of the essence.

A. Completed Preliminary Design. Where the work includes more than one project, it is anticipated that work by the ENGINEER shall proceed simultaneously on all projects; therefore, the ENGINEER must complete and submit for OWNER'S approval all items required for completed preliminary design and OWNER approval of the projects contained within this AGREEMENT together with the budget level estimates of construction costs, within 60 days from the date of execution of this AGREEMENT.

The OWNER shall then have thirty (30) days to review and comment upon the ENGINEER'S completed draft preliminary design after submission of the same by ENGINEER. (This review will be conducted primarily by the OWNER'S staff and other OWNER representatives).

The ENGINEER shall then promptly but within a maximum of thirty (30) days revise the completed draft preliminary design pursuant to the OWNER'S review and comments. The ENGINEER shall then resubmit the

preliminary design to the OWNER and OWNER shall have thirty (30) days to review and obtain OWNER (City Council) approval or comment upon the ENGINEER'S completed preliminary design.

B. **Easement Negotiation, etc.** ENGINEER shall obtain all necessary permits, and assist the OWNER in acquiring deeds, consents, easements, or right-of-way acquisitions for the project simultaneously with final design. In the opinion of the ENGINEER, should condemnation be necessary, he shall promptly so notify OWNER so as not to delay the project.

C. **Final Design.** Where the work includes more than one project, it is anticipated that work by ENGINEER shall proceed simultaneously on all projects, therefore, the ENGINEER must complete and submit all items required in the final design phase including OWNER approval together with estimates of probable construction costs for the projects included within this AGREEMENT within 60 days from the date of approval by OWNER of completed preliminary design. The work shall also be submitted to ADEM and other applicable regulatory agencies at this time, if requested. Plans and specifications shall be available to bidders on that date. Provided; however, this shall not preclude preliminary submittals for the purpose of expediting ADEM or other regulatory agency approvals.

The OWNER shall then have thirty (30) days to review and comment upon the ENGINEER'S final design (including Contract Documents) after submission of the same by ENGINEER. These plans, specifications, and Contract Documents shall be complete, including all detail known necessary by the ENGINEER, and ready to bid, except for modifications resulting from OWNER'S reviews. (This review shall be conducted primarily by the OWNER'S staff and other OWNER representatives). The ENGINEER shall then promptly, but within a maximum of thirty (30) days, revise the final design pursuant to the OWNER'S review and comment. The ENGINEER shall promptly then resubmit ten (10) sets of the completed final Contract Documents to the OWNER and the OWNER shall have thirty (30) days to review and obtain OWNER (City Council) approval or comment upon ENGINEER'S completed final designs. The written approval of the OWNER shall be received prior to placing any advertisement for bids.

NOTE: The date for completion of preliminary or final design on each project (where more than one project is included in this AGREEMENT) shall be concurrent and not consecutive.

Completed preliminary design and final design documents (including Contract Documents) together with estimates of construction costs for each project in this AGREEMENT shall be submitted to the OWNER for approval. However, the review and approval by the OWNER and representatives, employees and agents of the OWNER, including the OWNER'S Program Coordinator, of the preliminary design, and the final design, or any other document including the Contract Documents shall not, in any way, relieve ENGINEER of responsibility or liability for the preliminary design and the final design, including the Contract Documents and other aspects of the work.

D. **Bidding Phase.** The ENGINEER must complete all services in the bidding phase pursuant to the requirements of this AGREEMENT within sixty (60) days of the date of approval by OWNER of completed final design and authorization by the OWNER to bid the project. In the event of a bid protest or similar problem through no fault of the ENGINEER, an appropriate time extension may be granted by the OWNER as provided for herein.

E. **Construction Administration and Services During Construction.** The ENGINEER must complete all services for the construction phase within the time period for the construction contract plus an additional sixty (60) days for the completion of the record drawings. This time period shall commence upon the issuance of a Notice to Proceed from the OWNER to the CONTRACTOR.

F. **Miscellaneous:** Approval of public agencies required for any project shall be obtained by ENGINEER prior to beginning of the succeeding phase. Approvals by OWNER are for maintainability and usability only, not for adequacy or accuracy of design, Code compliance or other engineering services and shall in no way relieve ENGINEER of full responsibility to provide the full range of competent professional services required herein.

G. **Suspension, Delay, or Interruption of Work.** The OWNER may suspend, delay, or interrupt the work of the ENGINEER on the PROJECT for the convenience of the OWNER or for reasons beyond the control of the OWNER or ENGINEER.

In the event such suspension, delay, or interruption of work necessitates an adjustment in the total compensation due the ENGINEER, the ENGINEER shall immediately so inform the OWNER in writing, and an adjustment may be made for any reasonable increases in the cost of the ENGINEER'S performance under this AGREEMENT, including personnel relocation and/or replacement costs and all other identifiable labor and expense costs through an Amendment to this AGREEMENT as herein provided.

Time is of the essence. The ENGINEER shall complete the work for each phase within the timeframe as stated herein. ENGINEER agrees to pay OWNER liquidated damages in the sum of Two Hundred (\$200.00) Dollars per calendar day beyond a specified date that the work on any phase of the project for which the ENGINEER has contracted with the OWNER remains substantially or partially uncompleted attributable in whole or part to the ENGINEER.

ARTICLE 16 - FINAL PAYMENT

Upon satisfactory completion of the construction work on the project, its final inspection by ENGINEER, and final acceptance by the OWNER, the ENGINEER shall be paid any unpaid balance due to the ENGINEER for costs actually incurred under this AGREEMENT and as provided for in this AGREEMENT, provided that the Maximum Cost Limitation(s) is not exceeded. The ENGINEER shall not be paid for costs not incurred. Prior to such final payment under this AGREEMENT, or prior to settlement upon termination or abandonment of this AGREEMENT, and as a condition precedent thereto, the ENGINEER shall promptly deliver to the OWNER all required guaranties and record drawings.

If the OWNER abandons, terminates, delays or postpones the project, as defined herein, the ENGINEER shall deliver to the OWNER copies of all plans, specifications, documents and other work either completed or in progress along with his final statement for services rendered.

ARTICLE 17 – TERMINATION

This AGREEMENT shall be terminated by the OWNER without notice should the project be abandoned, or postponed or delayed for more than a twelve (12) month period. In the event ENGINEER fails to perform to satisfaction of OWNER or OWNER determines that the project should be abandoned, postponed or delayed, this contract may also be terminated by the OWNER for the convenience of the OWNER at the expiration of ten (10) days after written notice to the ENGINEER at any time. If the OWNER determines that the project is to be abandoned, postponed, terminated, or delayed, it shall so notify the ENGINEER in writing and the ENGINEER shall immediately stop all work on the project. The ENGINEER shall be compensated in accordance with Article 3 for services rendered as of the date of notification that the AGREEMENT is to be terminated. No compensation shall be made for lost profit, reassigned personnel, etc.

Should the project as herein agreed be terminated or abandoned, or upon the completion of services or any phase thereof, the ENGINEER shall deliver, unless requested by OWNER to postpone delivery until so requested, ten (10) sets of plans and specifications and other work documents. In addition to its rights pursuant to Article 9 and 10, the OWNER shall be entitled to use these plans and specifications, with or without modification, for the construction of all or part of the entire project. In the event OWNER utilizes incomplete or modified plans, etc., of ENGINEER, it agrees it will not hold ENGINEER liable or responsible thereby.

In the event ENGINEER fails to perform to the satisfaction of OWNER, the OWNER may terminate this AGREEMENT during any phase or at the completion of any phase, and may also contract with another party to complete the project. When this AGREEMENT is terminated, the OWNER shall be under no obligation to pay any amount exceeding the various maximums as set forth herein.

Should the OWNER terminate this AGREEMENT as provided herein, the OWNER shall be under no obligation to pay the ENGINEER for work inadequately performed or not performed.

Loss of Grant Funds. It is understood and agreed by and between the parties that to the extent any of the compensation to ENGINEER is payable by OWNER from the proceeds of a Grant, if the OWNER loses its eligibility to receive or continue to receive Grant funds or for any reasons the OWNER no longer can receive or obtain Grant funds, then the ENGINEER agrees it shall immediately terminate the provision of any services on the Project upon notification from the OWNER of this fact. While the OWNER shall compensate the ENGINEER for services rendered and expenses incurred, it will not be liable to ENGINEER or any of ENGINEER's subconsultants for any services rendered subsequent to the date of notice, nor will the loss of Grant funds and termination of services constitute the basis of any claim whatsoever against OWNER by ENGINEER. ENGINEER agrees to indemnify and hold harmless the OWNER of and from any claim or cause of action arising out of or in any manner associated with termination of services due to a loss of Grant funds from ENGINEER and/or any subconsultant. Provided; however, if the OWNER loses Grant funding due to a failure of ENGINEER or any of ENGINEER's subconsultants failure to perform services, then ENGINEER shall be liable to OWNER and shall refund to OWNER any compensation and expenses paid by OWNER for such services.

ARTICLE 18 - ATTACHMENTS, MISCELLANEOUS CLAUSES, SCHEDULES, AND SIGNATURES

It is further mutually agreed:

ATTACHMENTS

That, the following are attached hereto and adopted herein by reference:

Exhibit A.	Downtown Sidewalks & Streetscape along Bridge Avenue – Phase IV Scope
Exhibit B.	Environmental Scope of Services
Exhibit C.	2025 Fee Schedule
Exhibit D.	Engineer's Conceptual Opinion of Probable Construction Cost
Exhibit E:	Concept Layout Phase IV

In the event of a direct conflict between any attachment and the terms of this agreement, the latter shall prevail over the former.

Article 19-MISCELLANEOUS CLAUSES

A. Notice and Service Thereof:

1. All notices, demands, requests, change orders, instructions, approvals and claims shall be in writing. Unless expressly otherwise provided elsewhere in this agreement, any election, notice or other communication required or permitted to be given under this agreement shall be in writing and deemed to have been duly given if provided in accordance with the provisions hereof.
2. Any notice to or demand upon either party shall be in writing and shall be sufficiently given if addressed to the parties' representative at the address stated herein and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered with charges prepaid to any telegraph company for transmission to the party.

- B. **City Representative:** The City's representative on this project is hereby designated as Brad Matthews and whose address is 3500 McFarland Boulevard, Northport, AL 35476.

With a copy to: Tera Tubbs, Interim City Administrator, City of Northport, Post Office Box 569, Northport, Alabama 35476, Telephone: (205) 339-7000

- C. **Engineer's Representative:** The ENGINEER's representative on this project is hereby designated as Frank Summers and whose address is 3200 Rice Mine Road NE, Tuscaloosa, AL 35476.

- D. **Capacity:** Each party to this agreement represents and warrants to the other as follows:

1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
2. That each has full power and capacity to enter into this agreement, to perform and to conclude 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.
3. That to the extent required, each party 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 agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
4. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
5. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
6. That each party represents and warrants to the other 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 either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
7. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.
8. 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 agreement;
9. Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.

10. This agreement 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:
 - (a) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights.
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
11. Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder
12. 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 agreement;

E. **Ownership of Contract Documents:** The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Documents, and copies of parts thereof, are the instruments of service for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the Project. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City, its officers, agents and employees harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

F. **No Waiver of Rights:** Neither the inspection, review or approval by the City or any of their officers, employees, agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Engineer, nor any extension of time, nor any possession taken by the City or its employees, or non enforcement of any provision of this agreement by either party shall operate as a waiver of any provision of this agreement, or any power herein reserved to the City, or any right to damages, nor shall any waiver of any breach in this agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the City's rights under any warranty.

G. **Subletting or Assigning of Contract: Limitations:** The ENGINEER shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the agreement, his obligations, right, or interest therein, or its power to execute such agreement, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the ENGINEER of any duty or responsibility for the fulfillment of the agreement. A sale, conveyance or transfer of 50% or more of the stock or ownership of the ENGINEER shall be considered an assignment. Provided; however, in no event shall any portion of this agreement be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

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

I. **Final Integration:** This Agreement constitutes the entire agreement of the parties, 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 Agreement, 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 has been relied on by any party in entering into this Agreement.

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

K. **Amendment in Writing:** This Agreement 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.

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

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

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

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

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

Q. **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.

R. **Non Discrimination:** The ENGINEER agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race color, religion, sex, age or disability. (The ENGINEER shall fully comply with the Americans with Disabilities Act), the Fair Labor Standards Act and all other applicable laws and regulations).

S. **Fines and Penalties:** The ENGINEER shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or ENGINEER which are related to the ENGINEER's activities. The Owner shall deduct the amount of the levied fine or penalty from the Contract amount.

T. **Agreement Date/Counterparts:** The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement 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.

U. **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 Agreement 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.

V. **Severability.** Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid,

but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

ARTICLE 20. COMPLIANCE WITH IMMIGRATION LAW

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

ARTICLE 21. COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

ARTICLE 22. COMPLIANCE WITH TRAFFICKING VICTIMS PROTECTION ACT

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the amended Trafficking Victims Protection Act (TVPA) of 2000, 22 U.S.C. 7101 *et seq.*, and related regulations. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

ARTICLE 23. COMPLIANCE WITH ACT 2016-312

By signing this contract, the contracting parties affirm, for the duration of the agreement, that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

ARTICLE 24. COMPLIANCE WITH ACT 2023-409

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

CITY OF NORTHPORT, a Municipal Corporation

ATTEST:

BY: _____
Tera Tubbs, Interim City Administrator

ENGINEER:

ATTEST:

BY: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Tera Tubbs, whose name as Interim City Administrator of the City of Northport, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 20____.

My Commission Expires: _____

Notary Public.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

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

Given under my hand and official seal this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: October 6, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute a Professional Service Contract with Duncan Coker Associates, P.C. for Mark's Mart Storm Drainage Repairs

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

The Engineering Department is requesting the City Council authorize the City Administrator to execute a Professional Service Contract with Duncan Coker Associates, P.C. for Mark's Mart Storm Drainage repairs. The project involves the repair of a failing storm drainage structure and slope stabilization on the West side of Mark's Mart along 5th Avenue, in the amount of \$47,187.00. Documentation is attached.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54201 Amount: \$47,187.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a Professional Service contract with Duncan Coker Associates, P.C. for Mark's Mart Storm Drainage repairs.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
PROFESSIONAL SERVICE CONTRACT WITH DUNCAN COKER ASSOCIATES, P.C.
FOR MARK'S MART STORM DRAINAGE REPAIRS**

WHEREAS, The Engineering Department is requesting the City Council authorize the City Administrator to execute a Professional Service Contract with Duncan Coker Associates, P.C. for Mark's Mart Storm Drainage repairs.

WHEREAS, The project involves the repair of a failing storm drainage structure and slope stabilization on the West side of Mark's Mart along 5th Avenue, in the amount of \$47,187.00.

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

1. To authorize the City Administrator to execute a Professional Service Contract with Duncan Coker Associates, P.C. for Mark's Mart Storm Drainage repairs, in the amount of \$47,187.00; and,
2. That the City Administrator and /or her designee is hereby authorized to execute any and all documentation relevant to the work described herein and the contract itself; and;
3. That the City Administrator and/or her designee is hereby authorized to issue and approve requisitions associated with the Professional Service Contract with Duncan Coker Associates, P.C. for Mark's Mart Storm Drainage repairs.

RESOLVED AND DONE THIS 6th DAY OF OCTOBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: October 6, 2025

Motion: _____

Second: _____



DUNCAN ■ COKER ASSOCIATES

CIVIL ENGINEERING ■ SURVEYING ■ PLANNING

Mrs. Holly Phillips, PE
City of Northport Deputy City Engineer
Transmitted via email: hphillips@cityofnorthport.org

September 8, 2025

RE: **City of Northport**
Mark's Mart – Storm Drainage Repair
Northport, Alabama

Duncan Coker Associates, P.C. (DCAPC) is pleased to provide a scope and fee proposal for the referenced project. The project involves the repair of a failing storm drainage structure and slope stabilization at the West side of Mark's Mart along 5th Avenue.

SCOPE OF SERVICES

Design Surveying

The survey will include topographic information with contours on a one-foot interval, generated on State Plane Coordinates with a minimum of three reference points, storm drainage infrastructure, above ground utilities, and the rear portion of the existing building. The survey will also contain property boundary data necessary for any easement acquisitions, along with identifying railroad right-of-way.

Construction Document Production

- Project Notes
- Demolition Plan
- Erosion Control/Site Stabilization Plan
- Storm Drain Plan
- Project Manual (City of Northport Contract Documents with Technical Specifications)

Services During Construction

- Construction Layout/Staking
- Construction Observation

Miscellaneous

- Easement Plat and Property Description, assuming no existing easements are in place (two (2) tracts anticipated)
- Canadian Pacific Kansas City Railroad Permitting

FEE SUMMARY

- \$95,000 Estimated Construction Cost
- 10.73% Basic Services Fee

A. Preliminary Design		\$1,500	
B. Final Design		\$7,693	
C. Bid Phase Services		\$500	
D. Basic Engineering SDC		<u>\$500</u>	
E. Total Basic Services		\$10,193	
F. Design Surveying		\$3,926	
Principal/PE/PLS	2 hours	\$205/hr.	\$410
CADD Technician	8 hours	\$102/hr.	\$816
Field Survey Crew	12 hours	\$225/hr.	<u>\$2,700</u>
Task F, Hourly (Not-to-Exceed) Fee			\$3,926

Duncan Coker Associates, P.C.
201 Towncenter Blvd. Tuscaloosa, AL 35406
205-561-0808

G. Easements			\$1,677	
Principal/PE/PLS	3 hours	\$205/hr.		\$615
CADD Technician	6 hours	\$102/hr.		\$612
Field Survey Crew	2 hours	\$225/hr.		<u>\$450</u>
	Task G, Hourly (Not-to-Exceed) Fee			\$1,677
H. Advanced Services During Construction			\$15,086	
H.1. Construction Surveying				
Field Survey Crew	6 hours	\$225/hr.		\$1,350
CADD Technician	3 hours	\$102/hr.		<u>\$306</u>
	Task H.1, Hourly (Not-to-Exceed) Fee			\$1,656
H.2. Construction Observation				
20 – working day construction contract assumed; Construction Technician 4 hours/day, Project Manager/P.E. 1 hour/day				
Principal/PE	20 hours	\$205/hr.		\$4,100
Construction Technician	80 hours	\$96/hr.		<u>\$7,680</u>
	Task H.2, Hourly (Not-to-Exceed) Fee			\$11,780
H.3. Contract Close-Out				
Principal/PE	6 hours	\$205/hr.		\$1,230
Clerical	6 hours	\$70/hr.		<u>\$420</u>
	Task H.3, Hourly (Not-to-Exceed) Fee			\$1,650
H.4. Record Drawings			N/A	
I. Design Testing			N/A	
J. Construction Testing			N/A	
K. Reimbursable Expenses			\$1,000	
L. Permits, Licenses and Studies			\$13,805	
L.1. Canadian Pacific Kansas City Railroad Right-of-Entry	\$3,500 (includes permit fee)			
(for design surveying effort)				
L.2. Railroad Flagging (for design surveying effort)		\$2,000		
L.3. Railroad Protective Liability Insurance		\$1,500		
(for design surveying effort)				
L.4. Canadian Pacific Kansas City Railroad Right-of-Entry	\$2,500 (excludes permit fee)			
(permit preparation for contractor)				
L.5. Canadian Pacific Kansas City Railroad Construction Permit				
Principal/PE	15 hours	\$205/hr.		\$3,075
CADD Technician	10 hours	\$102/hr.		\$1,020
Clerical	3 hours	\$70/hr.		<u>\$210</u>
	Task L.5, Hourly (Not-to-Exceed) Fee			\$4,305
Prequalification of Bidders			N/A	
N. Traffic Control Plan			\$1,500	
O. Sales and Use Tax Savings Administration			<u>N/A</u>	
Total:			\$47,187	

Duncan Coker Associates, P.C. Project Team

Jason L. Coker, P.E. – Principal Engineer

Robert Martin, P.E. – Project Engineer/Manager

We greatly appreciate the opportunity to be a part of this project. Please let us know if you have questions or if any additional information is required. We will begin work upon your authorization.

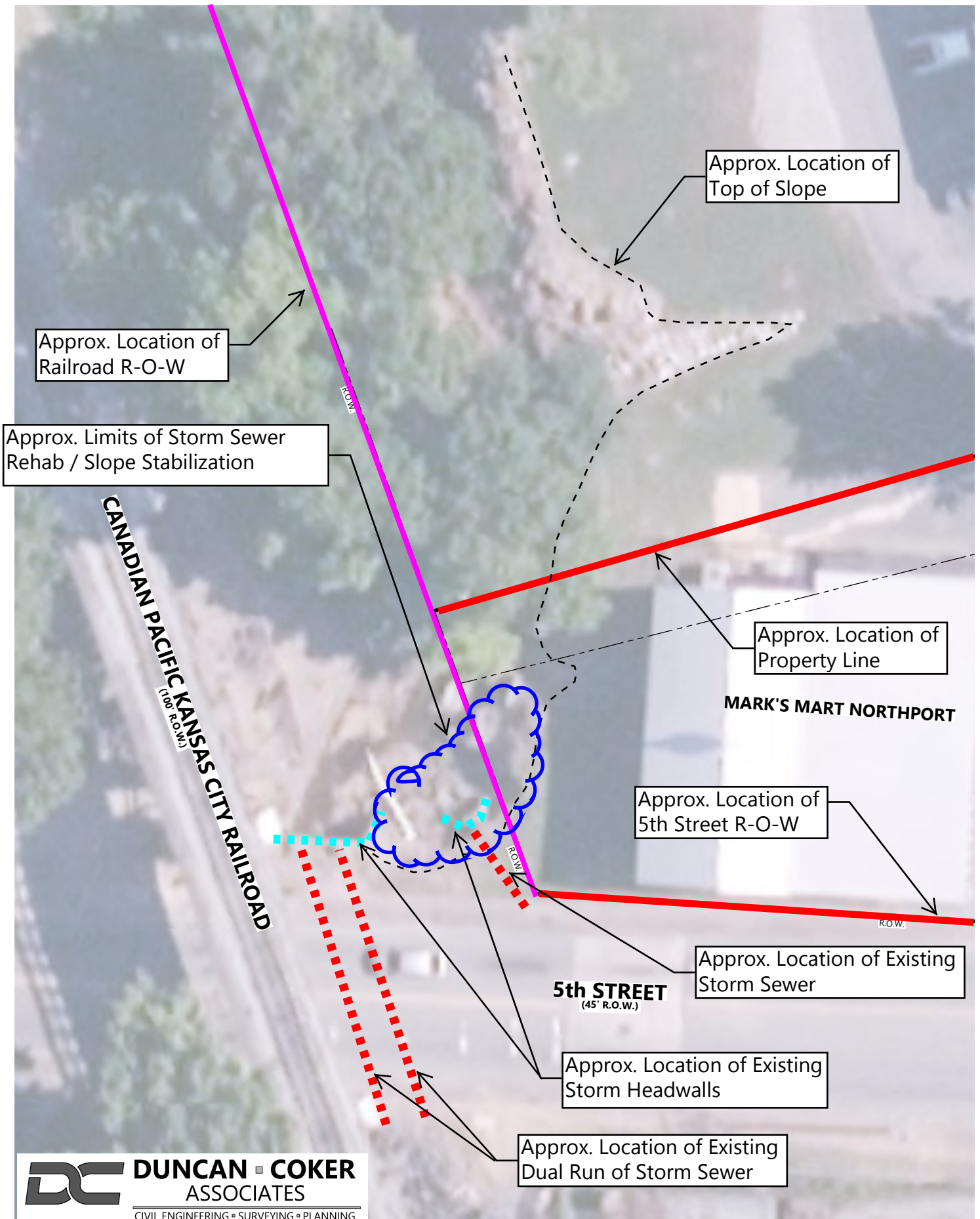
Best regards,
Duncan Coker Associates, P.C.

A handwritten signature in blue ink, appearing to read 'Jm L. Coker', with a stylized flourish at the end.

Jason L. Coker, PE

Attachments: Exhibit "A", Site Map
Exhibit "B", Hourly Rate Schedule

EXHIBIT "B"





2025 HOURLY RATE SCHEDULE

Principal.....	\$205
Senior Project Manager/Professional Engineer.....	\$185
Project Manager/Professional Engineer.....	\$160
Staff Engineer.....	\$120
Professional Land Surveyor.....	\$160
Land Surveyor Technician.....	\$95
Land Surveyor Technician with GPS or Robotic Total Station Equipment.....	\$165
Field Survey Crew.....	\$225
CADD Technician.....	\$102
Clerical.....	\$70
Construction Technician.....	\$96
Construction Technician (Overtime).....	\$118

Reimbursables:

- Mileage:
 - Field Survey Crew (outside West Alabama area).....\$0.90 per mile
 - All Other Vehicles (outside West Alabama area).....\$0.60 per mile
- Overnight Mail.....current rates
- USPS and Common Carriers.....current rates
- Subconsultants.....15% invoice multiplier
- Mylar Printing.....\$3.50 per square foot
- Bond Printing (sheets greater than 8 ½" x 11").....\$0.60 per square foot
- Bond Printing (8 ½" x 11").....\$0.20 per sheet
- Bond Color Printing.....\$1.75 per square foot

CITY OF NORTHPORT, ALABAMA

CONTRACT TO FURNISH ENGINEERING AND RELATED SERVICES TO THE CITY OF NORTHPORT FOR DESIGN AND CONSTRUCTION OF A PUBLIC WORKS PROJECT

DR. JOHN HINTON, MAYOR

CITY COUNCIL OF NORTHPORT

Council Members:

**CHRISTY BOBO
WOODROW WASHINGTON
KARL WIGGINS
JAMIE DYKES
ANWAR AIKEN**

Glenda Webb, City Administrator

**PROJECT: MARK'S MART STORM DRAINAGE REPAIRS
25.17.01**

**FOR: Engineering Department
(City Department)**

(2025)

TABLE OF CONTENTS

ARTICLE 1.	THE PROJECT	1
ARTICLE 2.	DEFINITIONS	2-3
ARTICLE 3.	SCOPE OF SERVICES	3-4
A.	Preliminary Design Services	4-6
B.	Final Design Services	6-8
C.	Bid Phase Services	8-9
D.	Engineering Services During Construction	9
1.	Engineer, Owner's Representative	9
2.	Generally	9-10
3.	Preconstruction Conference	10
4.	Observations of Project by Engineer, etc.	10
5.	Authority of Engineer	10
6.	Bid Law; Change Orders	10-11
7.	Certificates of Payment	11-12
8.	Compliance with Laws, etc.	12
9.	Access	12
10.	Submittals, etc.	12
11.	Traffic Control Plan	12
12.	Substantial Completion/Final Completion & Payment	12-14
E.	General Responsibilities	14
ARTICLE 4.	DESIGN TESTS AND OTHER STUDIES	14
ARTICLE 5.	ADVANCED SERVICES DURING CONSTRUCTION; SDC	14
A.	Additional Engineering Construction Services	14
B.	Project Inspectors	15
1.	Generally	15
2.	Construction Video and Photographs	15
C.	Contractor's Responsibility	15
ARTICLE 6.	PERMITTING, LICENSES AND/OR STUDIES	15-17
ARTICLE 7.	LEVEL OF COMPETENCE, OWNER APPROVAL, CONFLICTS OF INTEREST, ETC.	17-18
ARTICLE 8.	RECORD DOCUMENTS	18
ARTICLE 9.	OWNERSHIP AND USE OF DOCUMENTS	18-19
ARTICLE 10.	ASSIGNMENT	19-20
ARTICLE 11.	INSURANCE	20
ARTICLE 12.	STATUS OF ENGINEER	20

ARTICLE 13.	PERSONNEL	21
ARTICLE 14.	COMPENSATION	21
A.	Preliminary Design	21
B.	Final Design	21
C.	Bid Phase	22
D.	Basic Engineering SDC	22
E.	Design Surveying	22
F.	Maximum Payments	22
G.	Easements/Rights-of-Way	22
H.	Advanced Services During Construction (SDC); Administration and Inspections	22
I.	Design Testing	23
J.	Construction Testing	23
K.	Administration; Reimbursement of Expenses	23
L.	Permitting, Licensing and/or Studies	23
M.	Prequalification of Bidders	23
N.	Traffic Control Plan	23
O.	L.O.M.R.	23
P.	Sales and Use Tax Savings	23
Q.	Generally	23-24
ARTICLE 15.	PERIOD OF SERVICE	24
A.	Completed Preliminary Design	24
B.	Easement Negotiation, etc.	24
C.	Final Design	24-25
D.	Bidding Phase	25
E.	Construction Administration and Services During Construction	25
F.	Miscellaneous	25
G.	Suspension, Delay, or Interruption of Work	25-26
ARTICLE 16.	FINAL PAYMENT	26
ARTICLE 17.	TERMINATION	26-27
ARTICLE 18.	ATTACHMENTS, MISCELLANEOUS CLAUSES SCHEDULES AND SIGNATURES	27
ARTICLE 19.	MISCELLANEOUS CLAUSES	27-30
ARTICLE 20.	COMPLIANCE WITH IMMIGRATION LAW	30
ARTICLE 21.	COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT	31
ARTICLE 22.	COMPLIANCE WITH TRAFFICKING VICTIMS PROTECTION ACT	31
ARTICLE 23.	COMPLIANCE WITH ACT 2016-312	31

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF NORTHPORT)

**CONTRACT TO FURNISH ENGINEERING AND RELATED SERVICES
TO THE CITY OF NORTHPORT FOR DESIGN AND
CONSTRUCTION OF A PUBLIC WORKS PROJECT**

**(Project Name: Mark's Mart Storm Drainage Repairs)
(Project Number: 25.17.01)**

THIS AGREEMENT made and entered into on this the 6th day of October, 2025, by and between the firm of Duncan Coker Associates, P.C., a Professional Engineering Corporation, hereinafter referred to as the ENGINEER, which will provide engineering and related services described herein to the CITY OF NORTHPORT, a Municipal Corporation, hereinafter sometimes referred to as the OWNER or CITY, for the consideration hereinafter set forth, for a project generally described as a Public Works Project, as further specified herein, as follows:

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

ARTICLE 1 - THE PROJECT

The "Project" (hereinafter referred to as the Project or Projects as the case may be) includes the following public works construction and/or improvements and related facilities and appurtenances:

GENERALLY:

The Scope of the Contract: involves the repair of a failing storm drainage structure and slope stabilization on the West side of Mark's Mart along 5th Avenue

Without limiting the generality of the foregoing, specifically the scope of services to be performed by ENGINEER are as more particularly set forth in the attached document entitled Mark's Mart – Storm Drainage Repair, which is attached hereto and adopted herein by reference as Exhibit "A". Any changes in the scope of services as set forth herein or in Exhibit "A" shall only be by amendment, in writing, duly authorized and executed by the parties.

ARTICLE 2 – DEFINITIONS

Unless the context clearly indicates otherwise, the following terms shall have the meaning ascribed to them:

A. **Contract Documents.** Contract documents are defined as including, but not limited to plans, drawings, specifications, contracts, bond requirements, bonds, insurance requirements, legal requirements, general conditions, special conditions, advertisement, addenda, instructions to bidders, change orders, change order requests, and any written modifications to any such documents.

B. **Contractor.** The Contractor shall generally be defined as the construction entity with whom the OWNER contracts to construct the work (Project). The Contractor is responsible to the OWNER for his subcontractors, suppliers, etc. The OWNER and ENGINEER shall recognize and conduct business with the prime contractor. However, the ENGINEER shall treat all work by subcontractors or suppliers the same as if the work had been performed or furnished solely by the prime contractor. The prime contractor has full responsibility and is solely responsible for the actions or inactions and work of his subcontractors. In the event the OWNER is utilizing a construction management format, CONTRACTOR shall refer to each trade contractor.

C. **Direct Expenses.** That, the ENGINEER'S direct expenses are defined as the costs incurred on or directly for the project (other than the salary and general overhead costs as defined herein before). Such direct expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the ENGINEER. Direct expenses shall include, but not be limited to, necessary transportation costs, including mileage when the ENGINEER'S own automobiles are used, meals and lodging, field and laboratory tests and analyses, automatic typing equipment services, telephone, printing, binding and mailing charges, relocation and travel expenses of employees to the project(s) area as necessary, and all costs associated with subconsultants, and other outside services and facilities.

D. **Engineer.** The ENGINEER shall generally be defined as the party with whom the OWNER contracts to provide engineering and related services pursuant to this AGREEMENT. The term "ENGINEER" shall generally include its officers, employees, agents, consultants, and contractors to the ENGINEER.

E. **Gender:** A word importing one gender shall, if appropriate, extend to and be applied to the other gender. The masculine shall include the feminine and vice-versa, unless the context clearly indicates otherwise.

F. **Hourly Rate or Hourly Per Diem Rate.** The hourly rate per classification of employee of ENGINEER reflected at the rate per hour or one-eighth (1/8) of the tabulated per diem rate for a normal eight (8) hour workday. The hourly rate and/or the per diem hourly rate include all overhead as herein defined. Hourly Rates are defined as those rates charged for work directly performed on the Project by ENGINEER at the indicated labor classifications of ENGINEER as set forth on the ENGINEERS hourly rate schedule attached hereto and adopted herein by reference. These rates encompass all elements of compensation, indirect expense and reimbursement including but not limited to profit, salary cost, general overhead, general overhead cost, payroll burden, indirect expenses, computing systems, special health and safety requirements of the Occupational Safety and Health Administration (OSHA), and telecommunications services, but not direct expenses and are subject to annual calendar year adjustments not to exceed the Consumer Price Index. The hourly rate and/or the per diem hourly rate does not include direct expenses.

G. **General Overhead.** That, for the purpose of defining general overhead, general overhead costs are defined as a percentage of all firmwide direct salaries on all client projects necessary to cover salary overhead, defined as all firmwide taxes, payments, benefits, and premiums such as, but not limited to, workmen's compensation insurance, social security, state and federal unemployment insurance, medical-hospital insurance, salary continuation insurance, pension plan costs, and pro rata allowances for vacation, sick leave, and holiday pay applied as an average percentage of the direct salary, all indirect salaries, incentive and retirement pay, buildings and equipment, taxes, licenses, insurance, professional education, cost of acquiring and maintaining computers, developing software and training staff, recruiting costs, business development expenses, general printing and reproduction costs, library and periodical expenses, business development expenses, executive, administrative accounting, clerical salaries and expenses, and all other generally accepted overhead expenses. General overhead also includes labor burden, indirect expenses and profit.

H. **Owner.** All references to OWNER to this agreement shall be construed to refer to the City of Northport, Alabama, a Municipal Corporation, or its designated representative.

I. **Project.** Shall refer to the public work(s) as generally described herein or any phase or portion thereof and to which the engineering services pursuant to this AGREEMENT relate.

J. **Salary Cost.** That, the ENGINEER'S salary costs are defined as the amount of the wages or salaries of the ENGINEER'S employees including ENGINEER if not a corporation, working on the project(s) as reflected by the Engineer's hourly rate schedule. Salary costs are further described as the direct salary. Salary costs are included in general overhead and in the hourly or per diem hourly rate.

K. **Singular/Plural:** The singular shall include the plural and vice-versa, unless the context clearly indicates otherwise.

L. **Substantial Completion:** Shall be that degree of completion of the Project or a defined portion of the Project, as evidenced by the ENGINEER's written notice of substantial completion, sufficient to provide the OWNER, at its discretion, the full time use of the Project or defined portion of the Project for the purposes for which it was intended. "Substantial Completion" of an operating facility or operating component of the Project shall be that degree of completion that has provided a minimum of seven (7) continuous days of successful, trouble free operation of the facility in a "fully automatic" manner acceptable to the OWNER and ENGINEER and with all redundant systems fully operational. All equipment contained in the Project, plus all other components necessary to enable the OWNER to operate the facility in a manner that was intended shall be complete on the substantial completion date.

M. **TCP: "Traffic Control Plan":** A plan to regulate the flow of traffic at a minimum in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Federal Highway Administration.

N. **Trade Contracts or Contractors:** Shall refer to multiple prime contractors on one project usually utilizing a construction management format. Each trade contract represents a significant construction activity performed concurrently with and closely coordinated with activities on the project under other trade contracts.

ARTICLE 3 - SCOPE OF SERVICES

GENERALLY: For the respective sums and subject to the respective maximums as set forth in Article 14 hereof, the ENGINEER agrees to perform for OWNER, for the above described Project, the professional services necessary for the design, bidding, and construction of the Project as set forth in this contract. The engineering and related services for the Project referred to within this AGREEMENT shall generally include, but are not limited to the services set forth herein, including coordinating and cooperating with other persons, firms and companies under contract with the OWNER. To the extent applicable to the Project, during the design and construction, the ENGINEER shall comply with any of the OWNER'S APPLICABLE DESIGN CONSIDERATIONS for the type of project. However, such DESIGN CONSIDERATIONS shall be utilized only as minimal considerations and by no means include or reference all considerations necessary for an acceptable or proper design. The work of the ENGINEER shall result in the project functioning in accordance with the scope of work. It is the intention of the Owner that the project to which this AGREEMENT pertains, reliably and properly serve the purpose for which it was designed and constructed.

If no consideration is indicated in Article 14 for the respective engineering services, it is the intention of the parties that those particular services not be provided or performed unless it is otherwise indicated to be included within another service.

Effect of State and Federal Laws and Regulations. The Scope of Services as defined herein and as provided by ENGINEER are based upon those federal and state laws, regulations or requirements in effect on the date of execution

of this agreement. State or federal laws, regulations or requirements enacted or promulgated after the date of said execution shall automatically be incorporated by ENGINEER into the Scope of Services to the extent applicable. If such incorporation substantially increases the level of effort required of the ENGINEER, the basis of the compensation as defined herein shall be subject to renegotiation between the parties. It shall be the responsibility of the ENGINEER to promptly notify OWNER of any such changes in state or federal laws or regulations or requirements which would effect his/her scope of services or level of effort.

In addition to fulfilling all requirements of this AGREEMENT, ENGINEER shall perform for OWNER the following services:

A. Preliminary Design Services: The ENGINEER shall prepare preliminary design documents for approval by OWNER consisting of preliminary drawings, and other services and documents, which among other matters shall illustrate the scale and relationship of the project components, fixing and describing the size and character of the entire project, including if applicable or feasible, location, alternate routes, materials and such other elements as may be appropriate. Included in preliminary design shall also be the following:

1. Preconstruction Activities: ENGINEER shall conduct pre-construction activities consistent with accepted engineering practices, including but not limited to preliminary and design surveying, soil evaluations, public meetings, predesign conference with all utilities with facilities in the project area, or meetings with interested entities, estimates of probable construction cost, all required public notices and hearings (as required by state or federal governments), federal and state applications and compliance with the same.
2. The ENGINEER shall prepare and formulate an engineering plan for the Project(s), including but not limited to attending meetings with City representatives, contact, collect, review, study and evaluate all previous reports, plans and studies in the Project(s) area, including but not limited to utilities, rights-of-way, drainage, etc. Assemble, review and evaluate all subsurface information available. Collect property ownership information.
3. Establish design criteria. Contact all involved utilities and agencies that may have criteria that would affect the design process, particularly any agency that may have jurisdiction affecting the location, design, environmental, historical and/or archaeological impact of the Project(s).
4. Attending coordination and consultation meetings with the OWNER'S staff to obtain input into the design process. Attendance of one (1) meeting (per month) at OWNER'S request and at locations specified by OWNER, per project, is included within the Scope of Services. These meetings are for the benefit of the OWNER. Additional meetings may be necessary for the ENGINEER to obtain information required by the ENGINEER. The ENGINEER shall consider OWNER preferences in the design.
5. Evaluate alternative routes. Factors to be considered in evaluation include, but are not limited to:
 - Right-of-way acquisition
 - Traffic control
 - Utility conflicts
 - Constructability
 - Construction cost
 - Soil conditions
6. Preparing preliminary design documents to include, but not limited to the following, where applicable: Preliminary layouts showing all major utilities, etc., which could be located through the exercise of due diligence.
 - Geotechnical investigation and report to include field services and other design testing as well as all other studies or surveys shall be included.
 - Interconnection and valving.

- Realignment of routes.
- Construction cost estimates.
- OWNER approval of sites or easements shall be obtained as soon as possible to expedite acquisition. ENGINEER shall provide current ownership information for all necessary acquisitions including name of owner, address of owner, source of title, and the associated tax parcel identification number.
- Sites for all facilities.
- Descriptions, capacities, piping schematics, sketches, and/or preliminary drawings of all facilities as needed to convey design and performance concepts to OWNER and others.

It is recognized that portions of the Preliminary Design may have to be submitted prior to the Complete Preliminary Design in order to obtain OWNER concurrence of concepts prior to incurring cost and time for concepts that may be determined unacceptable.

7. Utility Location and Conflicts: The Engineer shall locate and identify all utilities within the project area and reflect the same on the preliminary plans. The Engineer shall determine the necessity for relocation and/or areas of relocation for each utility within the Project area that conflicts with the Project. The engineer shall contact each such utility and coordinate with their respective representative's relocation activities if necessary. In regard to City utilities (water, waste water, storm drainage, fiber optic and/or telecommunications, etc.) the Engineer shall, during preliminary design, locate the same both horizontally and vertically as they exist within the project area. If it appears that any City utilities so located may conflict with the Project, the Engineer shall notify the appropriate department of the City, in writing, during preliminary design phase. The Engineer shall then confer and coordinate with such City representative in regard to the best course of action to address the City utility conflict or relocation of the same during and prior completion of final design and incorporate within final design and the contract documents the appropriate solution to address City utility conflicts.
8. Furnish to OWNER, on at least a monthly basis, a progress report and appropriate interim work products. (Although the same will not be considered submission of completed or draft preliminary design, it will be used by OWNER to facilitate its review of the ENGINEER'S progress on preliminary design submittal documents and shall not obligate OWNER to review these documents within a particular time frame.
9. Submittal of five (5) sets of draft preliminary design documents to OWNER for OWNER staff and OWNER representative review and comment. (These draft preliminary documents shall be complete.) After OWNER review, the ENGINEER shall modify the preliminary design documents in accordance with the comments by the OWNER.
10. Preparing a budget - estimate of probable construction cost based on the preliminary design documents. The ENGINEER's estimate of construction cost of the Project is \$47,187.00.
11. Submittal of five (5) sets of completed preliminary design documents to OWNER to review and approve. These preliminary design documents shall be complete and address all comments of OWNER. In addition, the ENGINEER will provide the OWNER with AutoCAD software electronic files of all design drawings prepared for this project.
12. Make required application and submissions, and meet with and obtain reviews, approvals and permits for the Project, from applicable county, state or federal regulatory agencies. Assist OWNER in obtaining consents and approvals from any FHA rural water authorities or districts. If the Project is funded, in whole or in part, by the proceeds of a loan to the OWNER from the State Revolving Fund (SRF) either water or sewer, or a grant or funding from the Federal Highway Administration (FHA or ISTEA), the Department of Housing and Urban Development (HUD), the Community Development Block Grant Program (CDBG), the State of Alabama Department of Transportation (ALDOT) or any other State or Federal agency or combination thereof, the ENGINEER shall conduct all services in conformance with applicable regulations and requirements, including but not limited to approval of plans, specifications, invoices, and providing the required certifications and obtaining the required approvals. Without limiting the generality of the foregoing the ENGINEER's attention is

called to the necessity to comply with the State of Alabama Department of Transportation Guidelines for Operations in regard to the procedures for processing State and Industrial access funded projects for cities and counties.

13. The ENGINEER shall perform design testing including but not limited to geotechnical investigations (field services and test drilling), for the compensation for such services as set forth in this agreement, unless already performed under separate contract. The ENGINEER shall determine, as part of preliminary design services, if archeological or historical, as well as Wetlands, environmental or endangered species studies or surveys of sites, easements or any area of the project is needed and so advise the OWNER. If this agreement provides compensation for such services, then the ENGINEER shall have such studies or surveys performed.

B. Final Design Services: The ENGINEER shall not proceed with final design services until the completed preliminary design documents have been approved by the OWNER. Final design services shall be performed by ENGINEER, to further fix and describe the project with such accuracy and detail so as to enable the Contractor or Contractors as the case may be, to bid and construct the project, and minimize potentials for construction changes, construction additions, claims, delays, omissions, or conflicts, including but not limited to the following:

1. Attending periodic coordination and consultation meetings with the OWNER'S staff to present work completed or underway at the time of the meeting and to obtain OWNER input. Attendance of one meeting, per month, at OWNER'S request and at a location specified by OWNER, per project is included within the scope of services. These meetings are for the benefit of the OWNER. Additional meetings may be necessary for the ENGINEER to obtain information required by the ENGINEER.
2. At its option, the OWNER may elect to furnish certain Standard Specifications and/or Contract Documents including front-end legals, general conditions, and/or technical specifications to the ENGINEER for use on this project. The ENGINEER shall modify these standard specifications (by special conditions) to meet the requirements of this contract for this project. The furnishing by the OWNER of any such standard specifications or Contract Documents in no way reduces the responsibility of the ENGINEER for the correctness and completeness of the specifications or Contract Documents or any other aspect of the work for this project. The ENGINEER shall modify and revise such standard specifications or Contract Documents by special conditions as he deems necessary in order to perform service for OWNER as required herein and complete the project.
3. Submittal of five sets of preliminary construction Contract Documents, including plans and specifications on each project to the OWNER or OWNER'S representative for review when each design is approximately two-thirds complete for each project. Mark the printing date on these and subsequent sets of documents. Transmittal of relevant portions of plans and specs to affected utilities.
4. Design criteria; Federal and State rules and regulations: The work designed shall be "first class" in all respects and shall comply with all applicable design and construction standards and regulations including but not limited to standards of the Alabama Department of Transportation, Federal Highway Administration, the U. S. Army Corps of Engineers, ADEM, NFPA, ACI, AISC, applicable storm water regulations and applicable building codes. The work designed shall be submitted to the applicable regulatory agencies and offices by the ENGINEER for approval or review as required and the documents shall be modified by the ENGINEER to meet all code and regulatory requirements. It shall be the responsibility of the ENGINEER to make a determination and advise the OWNER's representative, in writing, as to whether or not or to what extent permit(s), license(s), consent(s) or studies are required by any Federal, State or Local Government or agency for the Project. Without limiting the generality of the foregoing, ENGINEER shall make such determination and advise the OWNER's representative, in writing, whether or not a permit is required for any of the following:

Wetlands (Sec. 404 Clearwater Act), Storm Water (Phase I and Phase II) (33 USC §1342 et seq., Ala. Code §§22-22A-1 – 22-22A-14), threatened or endangered species, archeological or historical (cultural) sites, and/or hazardous materials.

The OWNER may elect to have the ENGINEER perform any such permitting, licensing or study services pursuant to Article 6. "Additional or Extra Services."

5. ~~All design and building specifications for new or renovated buildings and/or other facilities, to the extent applicable, shall comply with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) as promulgated by the U.S. Architectural & Transportation Barriers Compliance Board. All construction work done pursuant to said design and building specifications shall comply with the ADAAG. The ENGINEER will design said work and verify through observation that the work complies with the ADAAG.~~
6. Provision of final surveying to establish vertical and horizontal control for design and construction and for easements, rights-of-way, and/or land purchase. The ENGINEER shall obtain permission, written where feasible, from property owners prior to entering upon the same for surveying or any other purpose. The ENGINEER shall take reasonable measures to prevent damage to property and repair damage where practical.
7. Development of final construction cost estimates.
8. Preparation of correct legal descriptions and plats for deeds, rights-of-way, easements, and permits. Said legal descriptions and plats to include current ownership information, source of title, and tax parcel identification number. OWNER will provide form deeds or prepare deeds for rights-of-way and/or easements for use by ENGINEER upon ENGINEER's request. ENGINEER shall complete preparation of legal descriptions and plats in a prompt and timely manner, well in advance of bidding, so as not to delay or interfere with contractor performance. ENGINEER shall assist OWNER in negotiating or obtaining easements, deeds or rights-of-way. If condemnation is necessary, the ENGINEER shall assist OWNER as needed, including services as an expert witness.
9. The final plans and specifications provided by the ENGINEER shall bear the stamp of a professional engineer registered in the State of Alabama who is a full time employee of the ENGINEER (not a subconsultant). Each plan sheet, regardless of whether or not prepared by a subconsultant to the ENGINEER, shall bear the signature or be initialed by a professional engineer, registered in the State of Alabama, who is a full time employee (not a subconsultant) of the ENGINEER.
10. Five (5) sets per project of draft final Contract Documents including plans, specifications, and contracts, etc., shall be submitted to the OWNER for review and comment. These documents shall be complete and include all work known by the ENGINEER to be necessary in ready-to-bid documents. After OWNER review, the ENGINEER shall modify the Contract Documents in accordance with comments by the OWNER. Bid documents shall contain all provisions required for municipal contracting under Alabama Bid Law and other statutes.
11. Submission of five (5) sets per project of completed, ready-to-bid final Contract Documents (including plans, specifications, contracts, etc.) to OWNER for review and approval. After OWNER review, these Contract Documents shall again be modified, if necessary, by the ENGINEER and shall address all comments of OWNER, and be final Contract Documents.
12. Preparing final Contract Documents (including plans, specs, etc.) ready for competitive bidding.
13. Prepare definitive estimate of probable construction cost based upon final design documents.
14. Prepare Traffic Control Plan if required by provisions of Article 3.D. §11 "Traffic Control Plan."

C. Bid Phase Services: The ENGINEER shall provide the following Bid Phase Services per project:

1. Conducting pre-bid conferences.
2. Providing and coordinating bid phase activities including but not limited to the following activities:

- Provide stamped bid plans and bid documents in PDF Internet ready format (to be included on the Office of the City Engineer's Web page) to Office of the City Engineer one week prior to the advertisement for bids.
 - Preparing and place advertisements for bids (Cost of advertisement to be paid by OWNER) pursuant to Ala. Code §39-2-2(a) (1975).
 - Reproduction, distribution and handling of plans, specifications and Contract Documents to bidders, pursuant to Ala. Code §39-2-3 (1975).
 - Accept deposits from bidders (not in excess of twice the cost of reproduction and handling) and make refunds of deposits as required by Ala. Code 39-2-3 (1975).
 - Provide adequate number of copies of Contract Documents for OWNER and all State or Federal agencies.
 - Communicate with bidders and address questions and issues raised by bidders.
 - Provide technical interpretations.
 - Prepare addenda to specifications or plans.
 - Assist OWNER in letting contracts including bid openings, presence at Council Meeting pertaining to the same and opening of bids.
 - Promptly analyze and prepare written tabulations of bid proposals.
 - Evaluate and return bid bonds in accordance with Ala. Code §39-2-4(a) and Ala. Code §39-2-5 (1975).
 - Recommend contract award to OWNER.
 - Notify successful bidder of conditional award, Ala. Code §39-2-6 (1975).
 - Promptly prepare Contracts Documents for execution by successful bidder, present to bidder for execution and verify prior to delivery to the OWNER that the same are properly executed with all necessary supporting documents including bonds and insurance, pursuant to Ala. Code §39-2-8 (1975).
 - Conclude OWNER execution of Contract Documents pursuant to Ala. Code §39-2-9 and issue notice to proceed pursuant to Ala. Code §39-2-10.
3. In the provision of Bid Phase Services to the OWNER, the ENGINEER, if the Scope of Engineering Services or the project provides for the purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility, shall not specify in any bid document the use of materials or systems by a sole source, unless the ENGINEER in accordance with Ala. Code §41-16-57(b)(1975) or Ala. Code §39-2-2(f) (1975), performs the following:
- Documents to the satisfaction of the City Council that the "sole source" product or service is of an "indispensable" nature, that there are no other viable alternatives, and it has been determined that only this particular product, material, system or service fulfills the function for which the product is needed. Frivolous features will not be considered.
 - The sole source specification is recommended by the ENGINEER of record and the ENGINEER documents that there is no other product available and that the use of the requirement is of an indispensable nature and why.
 - All information substantiating the use of a sole source specification is documented by the ENGINEER in writing and maintained by the ENGINEER and provided to the OWNER at the time of advertisement for bids.
- NOTE: Sole source requirements above do not apply to the construction, reconstruction, renovation or replacement of public roads, bridges, and water and sewer facilities.
4. Rebid cost bid exceeds budget, revisions, etc.: In the event the total of the lowest bid(s) received by the OWNER for the project exceeds the ENGINEER'S final construction cost estimates provided prior to bidding, the ENGINEER agrees to make such revisions and modifications to the plans and specifications necessary to reduce the cost of the project to an amount not in excess of said construction cost estimate

and will perform the incidental work and furnish the number of necessary documents as required by the AGREEMENT.

~~The ENGINEER will be compensated pursuant to the terms and conditions to be agreed upon at that time for revising plans and specifications if the bid overrun is up to 10% of the final construction cost estimate of the ENGINEER. Provided, however, if the bid overrun exceeds 10% of the ENGINEER's final construction cost estimate, then the ENGINEER will revise all plans and specifications for rebidding at no cost to the OWNER.~~

D. Engineering Services During Construction In the event the City determines to proceed with the construction of the project, then the ENGINEER shall perform the following services for OWNER:

1. **ENGINEER, OWNER'S Representative:** The ENGINEER shall be a representative of the OWNER during the construction of the project(s) and shall advise and consult with the OWNER or the OWNER'S representatives. With the possible exception of administering codes, laws and regulations, the OWNER'S instructions to the CONTRACTOR shall be forwarded through the ENGINEER. Provided, however, OWNER reserves the right to communicate directly with Contractor, but under such circumstances the OWNER shall keep ENGINEER informed of the nature of such communications. The ENGINEER shall have authority to act on behalf of the OWNER, but only to the extent provided for herein and in the Contract Documents.
2. **Generally:** Although the ENGINEER does not guarantee the performance of the CONTRACTOR, it shall be the duty of the ENGINEER (1) to request the CONTRACTOR to strictly adhere to the plans and specifications of the Contract Documents, (2) to use his best efforts to secure faithful performance of the contract by the Contractor, (3) to guard the OWNER against defects and deficiencies in the work of the CONTRACTORS or subcontractors and (4) to promptly advise the OWNER verbally and promptly notify the OWNER in writing of any significant departure in the quality of the materials or workmanship from the requirements of the plans and specifications, any significant problem with the work or potential claims. The ENGINEER shall keep the OWNER informed of the progress of work under this AGREEMENT and shall promptly advise the OWNER of any factors, occurrences, or developments that may necessitate modifications, revisions, or amendments to this AGREEMENT or the Contractor's Agreement. If the ENGINEER anticipates incurring cost for extra design, drafting, supervision, or other expenses due to changes requested by the OWNER in the project, ENGINEER shall immediately notify OWNER of the same in writing. The ENGINEER shall be equitably paid for such expenses and the services involved, provided that an amendment to this AGREEMENT is executed for said extra work prior to the performance of the same by the ENGINEER.
3. **Preconstruction Conference:** Conduct a Preconstruction Conference, prepare and distribute to the attendees and City representatives, a written summary of the conference.
4. **Observations of Project by ENGINEER; etc.** The ENGINEER shall make periodic visits to the project site, familiarize himself with the progress and quality of the project and determine if the project is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an ENGINEER, he shall guard the OWNER against defects and deficiencies in the work of the CONTRACTOR, and against claims for extra payment from the CONTRACTOR.
While the ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the construction of the project, this shall not absolve the ENGINEER from duties to inspect and administer the project as set forth herein with reasonable skill and care.
Administration of the construction contract by the ENGINEER shall include regular inspections by the appropriate architectural or engineering professionals who prepared or assisted in the preparation of the plans and specifications for the work on the project.
The ENGINEER shall also in coordination with the OWNER conduct detailed substantial completion and final inspections and prepare punch list of all items not in full compliance with the construction contract.

The ENGINEER will make follow-up inspections to determine that punch list items have been completed prior to final payment. The ENGINEER shall conduct an inspection thirty (30) days prior to the end of the CONTRACTOR'S guarantee period. In addition, inspections by the ENGINEER must be at critical phases of the project, and in no case less than two inspections each week. Additional inspections shall be made as necessary or if required by OWNER or OWNER'S representative. The ENGINEER shall promptly furnish the OWNER and each of the OWNER'S designated representatives, a copy of his written report of each inspection by him or his representative, and also summary reports of inspectors, engineers and architects. The reports shall note any deficiencies in the work.

During construction the ENGINEER shall hold a status/progress meeting with the Contractor at least monthly. ENGINEERS shall prepare a detailed written summary of the meeting within and distribute it to the attendees, including the OWNER, and the OWNER'S program coordinator within five (5) days after the completion of the meeting.

5. **Authority of ENGINEER:** The extent of the duties, responsibilities and limitations of authority of the ENGINEER during construction shall not be modified or extended beyond the scope as stated herein, without written consent of the OWNER and the ENGINEER.

The ENGINEER shall have authority to reject work by the CONTRACTOR on the project which does not conform to the Contract Documents and specifications. The ENGINEER shall also have authority, subject to consent of the OWNER, or OWNER'S designated representative, to require the work to stop whenever, in his reasonable opinion, it may be necessary for the proper performance of the plans and specifications. The ENGINEER may interpret the requirements of the Contract Documents. In such capacity, the ENGINEER shall render interpretations necessary for the proper execution or progress of the work with reasonable promptness on written request of either the OWNER or the CONTRACTOR. However, the City of Northport, as OWNER, reserves the right to render its own interpretation of the Contract Documents.

Interpretations and decisions of the ENGINEER shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter, the ENGINEER shall endeavor to secure faithful performance by the CONTRACTOR.

6. **Bid Law; Change Orders:** It shall be the responsibility of the ENGINEER to require compliance with the Alabama Bid Law, Section 41-16-50, et seq., Ala. Code (1975), §39-1-1, et seq. (1975), §39-2-1, et seq. (1975), and §39-3-1, et seq. (1975), by the CONTRACTOR on the project. ENGINEER shall determine if a change order is needed in any given case during the performance of the contract. If the ENGINEER determines that a change order is needed, then he shall prepare a written change order, stating all pertinent facts and making necessary findings of fact as required by the change order language in the contract, including a determination of whether a change order meets the criteria and should be allowed, and submit the same to the OWNER'S designated representative for approval or disapproval by the OWNER. All change orders which would (1) increase or decrease the contract sum or construction bid price, (2) extend the contract time, or (3) materially change the CONTRACTOR'S scope of work or services, shall be approved by the City Council prior to performing the work addressed by the change order. Change orders shall be allowed only under the following conditions: 1) Minor changes for a total monetary amount less than that required for competitive bidding; and/or 2) Changes for matters incidental to the original contract necessitated by unforeseeable circumstances arising in the course of work under the contract; or 3) Changes due to emergencies; and/or, 4) Changes provided for in the original bidding and original Contract Documents as alternates. Change orders shall not exceed ten (10) percent of the total contract sum.

An emergency affecting the health, safety or welfare of the public or anyone shall be promptly addressed by the CONTRACTOR at his own risk.

The ENGINEER shall require the CONTRACTOR to obtain the consent of the surety prior to the execution of change orders and verify to the OWNER or to the OWNER'S designated representative, in writing, that said change orders have been satisfactorily implemented within a reasonable period of time after approval of the change order.

The ENGINEER has authority to order minor changes in work not involving any adjustment to contract sum, construction bid price, extension of the contract time, or a material change in the contract scope of work or services; however, he shall promptly notify OWNER of such orders.

The ENGINEER shall promptly transmit written notifications from Contractor regarding the performance of work that the Contractor deems extra and obtain OWNER'S approval prior to authorizing such extra work.

Any construction contract documents prepared by the ENGINEER, or supervised and/or administered and/or inspected by the ENGINEER, pursuant to this contract, shall contain standard City of Northport change order provisions consistent with the provisions herein and, shall not contain clauses pertaining to change orders which conflict with the same or the foregoing provisions.

7. **Certificates of Payment:** As part of the administration and supervision of the contract, the ENGINEER shall determine the amount owing to the CONTRACTOR on the project based on observations at the site, inspections and on evaluations of the CONTRACTOR'S application for payment, and other pertinent information, and shall issue Certificates of Payments in such amounts provided for in the Contract Documents, after verifying in writing to the OWNER that the work which the CONTRACTOR is requesting payment on the application has, to the best of his knowledge, information and belief, been performed by the CONTRACTOR, including any change orders pursuant to the contract terms and conditions.

The issuance of a Certificate for Payment shall constitute a representation by the ENGINEER to the OWNER, based on the ENGINEER'S observations and inspections at the site as provided herein and on the date comprising the CONTRACTOR'S application for payment, that the project has progressed to the point indicated; that, to the best of the ENGINEER'S knowledge, information and belief, the quality of work is in accordance with the Contract Documents (subject to an evaluation of the project's full conformance with Contract Documents upon substantial completion, to the results of any subsequent test required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the CONTRACTOR is entitled to payment in the amount certified.

The ENGINEER shall approve payment to the CONTRACTOR only for that work which is completed. For work not fully and satisfactorily completed, the ENGINEER shall recommend withholding payment in addition to the normal retainage being withheld on the contract.

The issuance of a Certificate for Payment shall not be a representation that the ENGINEER has made any examination to ascertain how and for what purposes the CONTRACTOR has used the money so paid. However, if there is a provision in the contract to pay the CONTRACTOR for materials stored on the job site, the ENGINEER shall obtain from CONTRACTOR, prior to the next payment, written certification from the materials suppliers that previous monies paid for materials stored on the job site have been paid to the supplier of the materials.

If the ENGINEER does not have written substantiation that the CONTRACTOR has paid for such materials, the ENGINEER shall deduct the appropriate amount from the then current Certificate of Payment. If the OWNER is utilizing a procedure with the CONTRACTOR in regard to sales and use tax purchases whereby the CONTRACTOR acts as the purchasing agent of the City in regard to certain material, the ENGINEER shall assist the OWNER as an additional service for the fee set forth herein in implementing and administering the procedure.

After issuance of final payment, the ENGINEER shall coordinate with OWNER and notify the CONTRACTOR in writing of the beginning and ending of warranty periods.

Review, verification and approval of CONTRACTOR'S request for payment must be accomplished within the time period stated in the Contract Documents less ten (10) days for OWNER'S processing.

8. **Compliance with Laws, etc.:** As part of the engineering services herein for supervision and administration of the construction of the project, the ENGINEER shall have the responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project. The ENGINEER shall also comply with all applicable Federal, State and local laws, regulations and ordinances, including but not limited to the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Civil Rights Act of 1964, and any regulations promulgated thereunder, during the duration of this

AGREEMENT. Failure of the ENGINEER to comply with said laws, rules, regulations or ordinances may result in this AGREEMENT being subject to termination by OWNER. ENGINEER shall not discriminate on the basis of age, race, sex, religion, national origin or disability.

9. **Access:** The ENGINEER shall at all times have access to the project after acquisition by OWNER whenever it is in preparation or progress and shall insure in the Contract Documents that both OWNER and ENGINEER have the right of access to construction site.
10. **Submittals, etc.:** The ENGINEER shall promptly review and comment, within ten (10) working days after ENGINEER'S receipt of the submittals, to the CONTRACTOR and the OWNER, on CONTRACTOR'S submittals, shop drawings, samples and other submissions for conformance with the design concept, plans and specifications of the project so as not to delay the project.
11. **Traffic Control Plan:** The ENGINEER shall review the CONTRACTOR'S Traffic Control Plan (TCP) prior to construction for conformity to the Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Federal Highway Administration, and review modifications and revisions to the TCP by the CONTRACTOR as needed to keep pace with progress of work, change orders or at the request of the City. All modifications or revisions by the CONTRACTOR to the TCP shall be submitted to the City of Northport Engineering Department prior to implementation.
If the respective paragraph in Article 14 indicates ENGINEER will be compensated for a Traffic Control Plan (TCP); then the ENGINEER shall be responsible for the development and design of the TCP, rather than the CONTRACTOR. Such design shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Federal Highway Administration, at a minimum, and shall be submitted to the City Traffic Engineer, for review, prior to construction. ENGINEER shall modify and revise the TCP during construction to keep pace with the course of work, change orders or at the OWNER'S request. All modifications shall be submitted to the Traffic Engineer of OWNER.

12. **Substantial Completion/Final Completion and Payment:**

- (a) When the CONTRACTOR considers that the Project, or where acceptable to the OWNER, a designated portion thereof, substantially complete, the CONTRACTOR shall prepare and submit to the ENGINEER a list of items to be completed or corrected and request an inspection for substantial completion. Thereafter, the ENGINEER shall promptly conduct such an inspection and/or if an operating facility, after a minimum of seven (7) continuous days of successful, trouble free operation has been achieved during startup, the ENGINEER may in his/her professional judgment, issue a written notice of substantial completion for the purpose of establishing a start date of specific equipment guarantees and/or warranties and to establish the date that the OWNER will assume the responsibility for the cost of operating such equipment.

Subsequent to and based upon said inspection, the ENGINEER shall prepare a punch list of all items not in full compliance with the construction contract and make follow up inspections to determine that punch list items have been completed by the CONTRACTOR or CONTRACTORS prior to final payment or determination of substantial completion as the case may be.

"Substantial Completion" shall be that degree of completion of the Project or the defined portion of the Project, as evidenced by the ENGINEER'S written notice of substantial completion, sufficient to provide the OWNER, at its discretion, the full time use of the Project or defined portion of the Project for the purposes for which it was intended. "Substantial Completion" of an operating facility or operating component of the Project shall be that degree of completion that has provided a minimum of seven (7) continuous days of successful, trouble free operation of the facility in a "fully automatic" manner acceptable to the OWNER and ENGINEER and with all redundant systems fully operational. All equipment contained in the Project, plus all other components necessary to enable the OWNER to operate the facility in a manner that was intended shall be complete on the substantial completion date.

The ENGINEER'S notice of substantial completion shall not be considered as final acceptance of any portion of the Project or relieve the CONTRACTOR from completing the remaining work, including any remaining performance or acceptance testing, within the specified time and in full compliance with the contract documents. Written notice of substantial completion shall not relieve

the CONTRACTOR of his obligation to promptly remedy any omissions in latent or unnoticed defects in the Project covered by the written notice of substantial completion and the ENGINEER shall continue to perform follow up inspections to determine whether or not and to what extent punch list items have been remedied prior to final payment.

- (b) Final Inspection. Upon notice from the CONTRACTOR that the work is complete, the ENGINEER shall make a final inspection of the Project and conduct test or tests if applicable. The ENGINEER shall notify the OWNER'S representative of the time and date of such inspection. The ENGINEER shall notify the CONTRACTOR of all apparent and/or visible instances where the work on the Project fails to comply or meet the plans and specifications in the contract documents, as well as any defects in or deficiencies he/she may discover. The ENGINEER shall then develop a written report and punch list of such defects and deficiencies and delivery a copy of the same to the CONTRACTOR and the OWNER's representative. The ENGINEER shall make follow up inspections to determine whether or not and to what extent such defects and deficiencies have been corrected by the CONTRACTOR.

Upon completion of all such repairs and correction of defects in a manner satisfactory to the ENGINEER, the ENGINEER shall make a determination that the Project is acceptable and complete pursuant to the contract documents. The ENGINEER shall notify the OWNER and the CONTRACTOR in writing of such determination and ensure that the CONTRACTOR and/or OWNER as the case may be, conduct publication of final completion. The ENGINEER shall ensure that the CONTRACTOR fulfills all of the terms and requirements for final completion of the Project in accordance with the contract documents, including obtaining from the CONTRACTOR and providing to the OWNER, all warranties, guarantees, manuals and release of liens. The ENGINEER shall then upon satisfactory completion by the CONTRACTOR of all terms and conditions required for final completion and final payment, pursuant to the contract documents, issue a certificate of payment and notify the OWNER in writing that the Project is complete in accordance with the contract documents and final payment is due the CONTRACTOR.

- (c) Inspections During Warranty and Guarantee Period. The ENGINEER shall inspect, cooperate and assist the OWNER during any warranty or guarantee period for the Project or any component or facility therein, coordinating with the CONTRACTOR and/or subcontractors as necessary for all repairs and/or replacement necessitated by defects in materials or workmanship during the warranty period. The ENGINEER shall also conduct an inspection thirty (30) days prior to the expiration of any CONTRACTOR'S guarantee or warranty period.

E. General Responsibilities: The preliminary design services, the final design services, the bid phase services, and the construction phase services, including the listing of specific work elements as stated herein, is not intended to limit the work performed to only the work elements enumerated, or the general responsibility of the ENGINEER as there will be unspecified elements to the work that are necessary and typical for the successful completion of the projects in this AGREEMENT.

ARTICLE 4 - DESIGN TESTS AND OTHER STUDIES

If the respective paragraph in Article 14 indicates compensation for the same, the ENGINEER shall furnish design testing such as soil testing and/or geotechnical services, hazardous sites, archeological or historical studies or surveys of the area of the project, as well as environmental, Wetlands, or endangered species investigations and services (unless already performed for OWNER), and any other test required or reasonably necessary for the design of this project at the compensation rate as set forth in this agreement. ENGINEER will furnish construction testing as required for the construction of this project at the unit price as specified in an attachment to this contract and paid as provided for herein. In the event there are other tests needed during construction to ensure quality of the project, ENGINEER shall promptly so advise OWNER in writing.

The ENGINEER shall require, in all Contract Documents for the construction of the project, that the CONTRACTOR perform and furnish all necessary or required structural, mechanical, chemical or other laboratory tests ("mill test"), inspections and reports, as required by law or the Contract Documents, and the ENGINEER shall inform the OWNER of such required tests, inspections and reports.

ARTICLE 5 - ADVANCED SERVICES DURING CONSTRUCTION; SDC

In the event the City determines to proceed with construction of all or any portion of the project and if the respective paragraph in Article 14 indicates compensation for the same, in addition to providing Basic Engineering Services During Construction as provided in Article 3.D, the ENGINEER shall also provide the following advanced services during construction of the project. This phase will commence with the award of the contract for construction.

A. Additional Engineering Construction Services:

- Construction Staking: ENGINEER shall provide certain initial surveying and related engineering services during construction including construction staking to establish horizontal and vertical control points and define the beginning and ending points of the project, topographical grade staking and locating all manholes and/or inlet structures.
- Receiving and responding to complaints or inquiries from adjoining or adjacent property owners.
- Special federal or state certifications or verifications for project close-out and completion.
- "Record Drawings" Plans: Within sixty (60) days subsequent to final payment to the Contractor on the project, the ENGINEER shall complete and deliver to the OWNER's representative three (3) complete sets of "record drawings" plans of the project. Such drawings shall be complete and depict, in engineering detail, all aspects of the project as actually constructed, showing all relevant matters including grades, coordinates, horizontal and vertical control points, manholes, inlets, etc., utilities and changes and/or modifications to the project occurring during the course of construction. Each set shall bear the stamp of a professional engineer registered in the State of Alabama. Each sheet shall be numbered sequentially and bear the signature or be initialed by a professional engineer registered in Alabama who is a full time employee of ENGINEER. Each set of "record drawings" plans shall be provided in a format suitable to OWNER.

B. Project Inspectors:

1. Generally. The ENGINEER shall provide a full-time resident project inspector or inspectors (as required) to make continuous on-site inspections to check the quality and quantity of the work and to insure that the work is proceeding in accordance with the Contract Documents and specifications. The inspector shall be continuously present at each job site of the project where major or critical work is ongoing, particularly when work which may be defective can be hidden or otherwise obscured.

Project inspectors (resident inspector) shall keep detailed daily diaries of the work on the project, including but not limited to what was performed, where it was performed, when it was performed and by whom and any other information regarding the project and these shall be available for review by the OWNER and representatives of the OWNER.

Project inspectors shall be responsible for conducting comprehensive reviews of the work in progress to determine compliance with the Contract Documents, reporting noted deficiencies observed in the construction to the CONTRACTOR(S) and the ENGINEER, organizing field offices, equipment, and project files, clarifying with the design staff any potential discrepancies found in the Contract Documents, documenting the construction progress through the maintenance of daily log book and diary, weekly and monthly reports, and photographs, obtaining and reviewing progress schedule, reviewing with the CONTRACTOR(S) sequence of operations control, verifying that the testing laboratory performs tests and inspections as required, assisting in the final inspection(s) and other miscellaneous activities associated with a construction project.

Project inspectors shall be experienced, qualified resident project inspectors. An inspector shall be present at specific sites of the project at all times whenever the work activity is such that the absence of an inspector may make it difficult to ascertain whether or not the work was completed in strict accordance with the Contract Documents. This includes, but is by no means limited to, the following:

- Backfilling and tamping under streets and other paved areas.
- Placement of concrete and paving.
- Connection of utilities.
- Cleaning and flushing lines.
- Disinfection.
- Testing.

If two or more such work activities are ongoing simultaneously at different sites, the ENGINEER shall provide two or more inspectors to fully and completely inspect the work. Any failure by the ENGINEER to provide such inspection services may be deemed by the OWNER to be a breach of this AGREEMENT by the ENGINEER.

2. Construction Video and Photographs. The ENGINEER shall photograph and video tape the entire project, so as to accurately depict all aspects of the same prior to, during and after construction. Photographs and videos during construction shall be at critical phases but in no event less than once a week and shall be submitted to OWNER with each request for payment.

C. CONTRACTOR'S Responsibility. Nothing in this AGREEMENT shall be construed to limit the responsibility of the CONTRACTOR to fully and completely comply with all requirements of the Contract Documents, with good construction practices, and with all laws, regulations, and other applicable requirements.

ARTICLE 6 – PERMITTING, LICENSING AND/OR STUDIES

If the respective paragraph in Article 14 indicates compensation to the ENGINEER, then the ENGINEER shall provide the specialized permitting, licensing and/or studies described herein; as follows:

A. Permits, Licenses and/or Studies: The following studies, permitting or licensing as additional services are to be provided or to be conducted pursuant to this provision if indicated by an “x” next to the applicable service, and if compensation for the same is indicated by the respective paragraph of Article 14:

Archeological; Historical; Wetlands; Endangered Species Services Etc.

- (1) ☐ Conduct environmental studies for cultural resources, threatened and endangered species, and the identification of potential hazardous material sites sufficient to comply with FHWA Technical Advisory T6640.8A dated October 30, 1987, and 23 CFR, Part 771. The archaeological phase of the cultural resource survey will identify sites that will be affected by the developed alignment to be carried forward in the environmental document.

The cultural resource report will include a recommendation as to whether the archaeological sites or structures are eligible for the National Register of Historic Places. If there are sites recommended for eligibility that cannot be avoided, a supplemental agreement may be implemented to determine if the sites are important for what can be learned by data recovery or if the sites warrant preservation in place. When given the notice to proceed with the studies on this project, the ENGINEER shall submit the following for review by the City/State: A letter from the U. S. Fish and Wildlife Service containing a list of endangered and threatened species that may exist within the project.

If threatened or endangered species are identified, qualified personnel, either subconsultant or in-house personnel will perform endangered and threatened species work. Qualifications should indicate expertise with those species involved with the proposed project. The ENGINEER shall

perform all studies of endangered species in accordance with the Technical Advisory and Section 7 of the Endangered Species Act to the point where a “no effect” or a “may effect” determination can be made for the alignment under consideration. In the event of a “may effect” determination, additional studies may be required for Formal Consultation with the U. S. Fish and Wildlife Service. If additional studies are required, the CITY may enter into a supplemental agreement with the ENGINEER. Reports and data justifying this determination must be supplied to the CITY along with a proposal for the work under the supplemental agreement.

- (2) ☐ Wetland permitting and delineation will be performed in accordance with the U. S. Army Corps of Engineers 1987 “Manual for Delineating Wetlands.” This shall include the completion of delineation forms provided in the manual. A copy of these forms shall be provided to the City for evaluation. Wetland evaluation shall be performed in accordance with T6640-8A.
- (3) ☐ Perform storm water assessment and permitting pursuant to applicable provisions of NPDES Phase I and Phase II, 35 USC §1342 et seq., Ala. Code §22-22A-1 through §22-22A-14 (1975) and applicable regulations. Permits shall be obtained in the name of the contractor and not that of the City, if feasible.
- (4) ☐ Obtaining letters of map revisions (L.O.M.R.). Perform the necessary fieldwork, assistance with public notification and hearings as required, coordinate all city and FEMA (Federal Emergency Management Agency) requirements with respective contact representatives, and provide civil hydraulic engineer services to prepare the necessary documents and complete the required FEMA forms to request a letter of map revision (L.O.M.R.) on behalf of the City for the project.
- (5) ☐ Additional design surveying or studies. Performing surveying activity above and beyond that normally associated with project design and/or gathering field data requiring labor intensive activity at hourly rates.
- (6) ☒ Miscellaneous studies, licensing and/or permitting for Railroad Permitting.

B. The ENGINEER shall take all administrative and regulatory measures required to obtain any of the permits, licenses or permissions indicated as to be provided herein from the applicable regulatory agency of the State or Federal Government on behalf of the City for the Project.

All permits shall be obtained in the name of the OWNER. The OWNER will pay the amount of the permit directly to the appropriate agency. The ENGINEER shall ensure that the CONTRACTOR'S agreement requires the CONTRACTOR to comply with all terms and conditions of such permit and implement the same.

ARTICLE 7 - LEVEL OF COMPETENCE, OWNER APPROVAL, CONFLICTS OF INTEREST, ETC.

The ENGINEER shall be responsible, to the level of competence presently maintained by other practicing professional engineering organizations engaged in the same type of professional services in the Southeastern United States, for the professional and technical adequacy and accuracy of the surveys, designs, drawings, specifications, bidding, Contract Documents, inspection, administration, services during construction, and other services furnished under this contract. The ENGINEER shall employ competent professional engineering consultants registered in the State of Alabama and duly licensed therein where needed subject to the same standard, to assist him or it where needed to fulfill the terms of this AGREEMENT.

The ENGINEER shall be solely responsible for the accuracy and adequacy of the construction documents, including but not limited to plans, specifications and drawings. The ENGINEER shall be solely responsible for the adequacy of engineering services during construction.

In the event damages are sought or recovery sought or obtained from OWNER by any third party based upon or arising from or attributable in whole or in part to, negligent errors, omissions, inaccuracies or inadequacies in (1) the construction documents including plans, specifications or drawings; (2) Contract Documents (not including OWNER provided front-end legals); (3) services during construction, then the ENGINEER shall indemnify and hold the OWNER and its representatives harmless.

The ENGINEER agrees to furnish and pay for the cost of the defense (including attorney's fees) of the City of Northport, its officers, agents, and employees from any and all claims based on the acts or omissions of the ENGINEER.

All plans, specifications, detailed drawings, approvals, etc., for engineering pertaining to this project, will be done under the direct supervision of professional engineers. All architectural plans shall be done under the direct supervision of registered architects.

Designated herewith (as applicable) are the engineering or architectural subconsultants or associates:

All plans prepared by professional engineering or architectural consultants shall be separately identified by title, sheet number, and official registration seal or signature, and registration number. Engineering or architectural drawings shall not be combined with other drawings unless deemed to be "incidental" category.

No changes shall be made in the foregoing consultants designated without prior written notice to the OWNER. However, the responsibility for the work of all consultants and subcontractors, etc., to the ENGINEER rests solely with the ENGINEER.

Level of competence includes but is not limited to, Architect's/Engineer's service which at a minimum are in full compliance with all applicable laws, codes, regulations and rules of the city, county, state and federal governments or agencies thereof.

OWNER'S approval. All plans, drawings and specifications, Contract Documents, etc., for the project shall be submitted by the ENGINEER to the OWNER for review and/or approval. However, such review and/or approval by the OWNER and/or its employees, representatives and agents of the OWNER, of the preliminary design, the final design, the Contract Documents or any other documents are for usability and maintainability, not for adequacy, accuracy or Code compliance and thus shall not in any way, relieve, reduce or minimize the responsibility or liability of the ENGINEER for its obligations under this AGREEMENT.

CONFLICTS OF INTEREST. The ENGINEER represents and warrants to the City that it is not aware of any conflict of interest which exists or could arise by means of its provision of services to the City pursuant to the terms and conditions of this agreement. This is an exclusive personal service agreement and ENGINEER will not represent the interest of any other person, firm or entity that conflicts with the interest of the City of Northport in regard to the subject matter of this agreement or the performance of services pursuant to the terms and conditions hereof. It is understood by and between the parties hereto that neither the Engineer nor any of its officers, agents or employees nor any sub consultant to the Engineer nor any subsidiary, parent entity, principal officers nor any entity having a beneficial interest in

any of the same, may submit a bid or proposal in response to any request for proposals or advertisement for bids resulting from the services provided in whole or in part pursuant to this agreement

ARTICLE 8 - RECORD DOCUMENTS

The ENGINEER shall furnish to the OWNER' representative for its review and approval, two (2) review sets of record drawings, plans and specifications prior to making the final record documents. The ENGINEER shall also furnish to the OWNER' Representative two (2) accurate, complete record sets of plans, specifications and drawings of the project, as finally constructed, with revisions and changes clearly shown thereon. One set thereof shall be on CD or disk, as appropriate, in AutoCAD file format. Any file conversions necessary to make the same immediately useable by the City without further modification will be made by the ENGINEER at the Engineer's expense prior to delivery of the same to the OWNER. The other set of accurate complete record plans and specifications of the project as finally constructed shall be in print. The ENGINEER will also furnish the OWNER, after completion of construction of the project, two (2) sets of contract documents and modifications, including all change orders which shall be of a permanent nature on CD or disk as appropriate, in the format compatible with City software and hardware systems. All record documents as specified above shall be delivered to the OWNER as soon as possible after final inspection and before the final Engineer's fee is paid.

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

Plans, drawings, maps and specifications, or other documents, etc., prepared by ENGINEER as instrument of service, are the property of the ENGINEER, whether the project for which they are made is constructed or not. Copies of such documents shall be promptly furnished to the OWNER by the ENGINEER. Such drawings, plans and specifications or other documents may be used by the OWNER on the project which is the subject of this AGREEMENT and also for reference and other information on other projects without any further compensation or approval by the ENGINEER. The OWNER may also make submissions or distributions of such plans, drawings, and specifications of the ENGINEER to meet request for public records, official regulatory requirements or for other purposes in connection with the project and future improvements, repairs or expansions of and connections to the project, any such submissions or distributions or usage shall not be construed as publication or use in derogation of the ENGINEER'S rights herein. The executed construction contract documents and request for proposals (less plans, specifications and drawings), bids, bid tabulations, bonds, insurance certificates, etc., shall be the property solely of the City of Northport as OWNER.

LITIGATION ASSISTANCE. The scope and extent of engineering services to be provided under this AGREEMENT does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the OWNER. However, plans, specifications, documents, studies and any data or information otherwise resulting from the performance of the AGREEMENT by the ENGINEER may be utilized by the OWNER in bringing, defending, or otherwise assisting in litigation undertaken or defended by the OWNER without any additional costs to the OWNER.

CONFIDENTIALITY. All documents, information, memoranda and all other such written or verbal information provided by the City to ENGINEER shall be held strictly confidential by ENGINEER and any of its subcontractors and shall not without the prior written consent of the OWNER, be used for any purpose other than the performance of this agreement, nor be disclosed to any other entity not connected with the performance of this agreement. Any entities requesting such information shall be directed by ENGINEER to contact OWNER's representative.

The ENGINEER shall not use the City's name or insignia or logo in any magazine, trade paper, newspaper or other medium without first obtaining the written consent of the City.

Pursuant to Ala. Code §36-12-40, as amended by Acts of Alabama 2004-487, neither the Engineer employed hereunder nor any subconsultant employed by the Engineer, shall at any time allow the dissemination or copying of any

information exempted from public disclosure by this section which specifically provides the location of critical infrastructure or critical energy infrastructure as defined in 42 U.S.C. §5195c(e) and 18 C.F.R. §388.113(c)(1) as amended belonging to or provided to the City.

COPYRIGHT INFORMATION / INTELLECTUAL PROPERTY. With the exception of reports, plans, drawings, maps, specifications, contract documents and other instruments of service as addressed herein, the parties acknowledge and agree that the intellectual property of either party shall remain the property of the respective party, including intellectual property developed during the course of this agreement in the performance of services by ENGINEER. However, the OWNER may utilize any of such ENGINEER's intellectual property for and on behalf of its internal operations, as well as maintenance, construction and repair of its facilities. With the exception of contract documents if the ENGINEER clearly marks and identifies any documents or materials it deems intellectual property and/or copyrighted information The Owner will take steps reasonably necessary with its employees with respect to the use, copy, protection, and security of such intellectual property. Provided; however, the Parties acknowledge and agree that the Contract documents including all attached or referenced plans, maps and all specifications, once executed, are public records and subject to disclosure and copying to the public pursuant to applicable state law.

ARTICLE 10 - ASSIGNMENT

The OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party, to this AGREEMENT and to the parties, successors, assigns, and legal representatives of such other party with respect to all covenants and conditions of this AGREEMENT. Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any interest in this AGREEMENT without the written consent of the other. No such assignment shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party shall in all respects remain liable hereunder irrespective of such assignment.

Use of subconsultants by the ENGINEER or subsidiary or affiliated firms of the ENGINEER for technical or professional services, shall not be considered an assignment of a portion of this AGREEMENT. Nothing herein shall be construed to give away any rights or benefits hereunder to anyone other than OWNER and ENGINEER. There shall be no third party beneficiaries to this AGREEMENT.

ARTICLE 11 – INSURANCE

That, the ENGINEER shall secure and maintain throughout the duration of this AGREEMENT, insurance of such type and in such amounts as may be necessary to protect its interest and the interest of the OWNER against hazards or risk of loss as herein specified and as otherwise appropriate. The underwriter of such insurance shall be qualified to do business in Alabama and shall be acceptable to the OWNER. The certificate provided to OWNER shall contain a provision that not less than ten (10) days written notice will be given to the OWNER before major policy or coverage modifications are made or before any policy or coverage is canceled. Without limiting the requirements herein set forth, the insurance coverage shall include a minimum of:

1. Workmen's Compensation and Employer's Liability Insurance as required by the laws and regulations of the State of Alabama.
2. Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the ENGINEER and the OWNER against claims for injuries or damages to property arising out of any act of the ENGINEER or of any of its agents or employees or subcontractors and shall cover operations with respect to on-site and off-site operation under this AGREEMENT and insurance coverage shall extend to any motor vehicles or other equipment used by the ENGINEER in the performance of this contract, irrespective whether the same is owned, non-owned or hired. The limits of liability shall not be less than \$500,000 Combined Single Limit.
3. Commercial General Liability Insurance. This insurance shall be written in comprehensive form and shall protect the OWNER and the ENGINEER against claims arising from injuries to members of the public,

City employees, or damage to property arising out of any act of the ENGINEER or any of its agents, employees or subcontractors. The limit of liability shall not be less than \$1,000,000 Combined Single Limit.

4. Errors and omissions insurance. The ENGINEER shall furnish and obtain professional liability insurance coverage in an amount not less than \$500,000.00 and subconsultants shall provide limits of insurance commensurate with the responsibilities of their work.

The insurance coverage as specified above shall constitute minimum requirements and the OWNER, its officers, agents, employees associated with the project, and Program Coordinator shall be named as additional insureds in insurance coverages identified in items 2 and 3 and shall be shown as such on the certificate of insurance. All certificates of insurance, as well as any other supporting information deemed necessary by the OWNER, shall be submitted to the OWNER prior to initiating work on this project(s). The certificate shall state that the City shall be given ten (10) days written notice of cancellation or any change in the coverage of insurance certificates shall not exclude liability for failure to notify nor shall it state "endeavor to notify" in lieu of what is required. Full aggregate limits shall apply per project. At the OWNER'S request, the ENGINEER shall submit certified copies of the complete policies.

ARTICLE 12 - STATUS OF ENGINEER

It is understood and agreed between the parties hereto that the status of the ENGINEER and his employees, officers, agents and subconsultants, shall be that of an independent contractor to OWNER and it is not intended, nor shall it be construed, that the ENGINEER, or any of his employees, officers, agents, and subconsultants, is an agent, officer or employee of OWNER for any purpose.

ARTICLE 13 – PERSONNEL

A. The ENGINEER agrees to assign experienced and competent professional personnel to provide the services to the OWNER pursuant to this agreement. The ENGINEER represents to OWNER that the following persons are so qualified and are assigned to this project or, with the consent of OWNER'S representative, individuals with similar experience and qualifications:

Senior Project Manager: Jason L. Coker, P.E.
Project Manager/Engineer: Robert Martin, P.E.

B. The OWNER'S designated representative shall be Holly Phillips of the City of Northport.

C. All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: **City of Northport**
Attn: Holly Phillips
P.O. Box 569
Northport, AL 35476

Engineer: **Duncan Coker Associates, P.C.**
201 Towncenter Blvd.
Tuscaloosa, AL 35406

D. ENGINEER represents and warrants to the OWNER that its Senior Project Manager for the principal performance of services by ENGINEER pursuant to the terms and conditions of this agreement shall be and remain Jason

L. Coker, P.E. and there shall be no change in the Project Chief Consultant without the prior written consent of the CITY's representative.

ARTICLE 14 – COMPENSATION

The OWNER agrees to pay the ENGINEER the following compensation as indicated for the respective completed engineering services. In billing for all services or reimbursements, the ENGINEER shall submit to OWNER'S representative, upon request, timesheets and other documentation satisfactory to OWNER'S representative to support said fees or expenses. Hourly rates shall be billed as per Exhibit "B" adopted herein by reference, plus direct expenses.

A. Preliminary Design: The ENGINEER shall receive, for the Preliminary Design Services, after approval by OWNER, the sum of \$ 1,500.00. This amount includes any design testing unless a separate amount is stated as compensation for design testing. This amount represents the total compensation to the ENGINEER for Preliminary Design Services on all phases of the project.

B. Final Design: The ENGINEER shall receive, for the Final Design Services, after approval by OWNER, the sum of \$ 7,693.00. This amount represents the total compensation to the ENGINEER for Final Design Services on all phases of the project.

C. Bid Phase: The ENGINEER shall receive for Bid Phase Services, upon award of construction contract by OWNER, the sum of \$ 500.00. This amount represents the total compensation to the ENGINEER for Bid Phase Services on all phases of the project.

D. Basic Engineering SDC: If the City determines to proceed with construction of all or any phase of the project, the ENGINEER shall receive compensation for Engineering Services During Construction, at an hourly rate as per Exhibit "A", as services are rendered, up to the maximum sum of \$ 500.00. This amount represents the total compensation to the ENGINEER for Engineering Services During Construction on all phases of the project.

E. Design Surveying: While a certain level of surveying is required for preliminary design and included within the compensation for those services, if the parties agree that the nature and extent of the project necessitate design surveying in excess of that normally required for design by indicating a compensation for those services, then the ENGINEER shall receive compensation for additional design surveying at an hourly rate as per Exhibit "B." However, the total cost to the OWNER shall not exceed \$ 3,926.00 without OWNER'S written consent.

F. Maximum Payments: It is understood by and between the parties that, for providing the services in subsections A, B, C, D and E, the maximum total cost to the OWNER on all projects or phases shall not exceed \$ 10,193.00, unless specifically authorized by a written Amendment to this Agreement.

The ENGINEER'S preliminary estimate of the cost of construction of the project is stated in "Preliminary Design," Article 3.A.10 of this agreement. The ENGINEER acknowledges that the OWNER'S agreement to the compensation amounts set forth herein was derived in part from ENGINEER'S estimate of construction cost. As a consequence, if the total bid award for construction of the project is more than 15% less than ENGINEER'S estimate, the OWNER may elect to adjust or receive a refund from ENGINEER in an amount equal to the percentage excess beyond 15% of the bid award of the ENGINEER'S maximum payment.

G. Easements/Rights-of-Way: ENGINEER shall receive compensation for easements or rights-of-way services for all the project or any phase at an hourly rate as per Exhibit "B," as services are rendered, up to a maximum sum of \$ 1,677.00. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

H. **Advanced Services During Construction (SDC); Administration and Inspections:** If the City determines to proceed with construction of all or any part of the project and to utilize the additional engineering construction services, project inspectors and other Services During Construction pursuant to Article 5, the ENGINEER shall receive compensation for such Services During Construction, as services are rendered, at an hourly rate as per Exhibit "B". This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

The cost to the OWNER for these services shall not exceed the following amounts calculated at the hourly rates as per Exhibit "B":

Construction Staking	\$	_____
"Record Drawings" Plans	\$	NA
All other SDC Services	\$	_____

Provided, however, that the cost to OWNER stated herein is premised upon CONTRACTOR completing the project on time which, if the same is not the case due to no fault of the ENGINEER, the maximum cost will be reasonably adjusted accordingly upon written notice to OWNER. The written notice will be given to the OWNER by the ENGINEER prior to incurring the extra cost and demonstrating to the OWNER's satisfaction the reasons for incurring the increased expense.

I. **Design Testing:** The ENGINEER shall be reimbursed by the OWNER for design testing for all the phases of the project at an hourly rate as per Exhibit "B," as services are rendered, in an amount not to exceed \$_____ NA _____. This amount represents the total compensation to the ENGINEER for these services on all phases of the project. If no amount is stated, all design testing costs are included in the Preliminary Design amount set forth herein.

J. **Construction Testing:** ENGINEER shall be reimbursed by OWNER for construction testing (not design testing) for all the phases of the project at an hourly rate as per Exhibit "B," as services are rendered, up to a maximum of \$_____ NA _____. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

K. **Administration; Reimbursement of Expenses:** ENGINEER shall be reimbursed by OWNER for the actual cost of miscellaneous fees and charges related to the project and for refunds of contract documents to Bidders in accordance with law; not to exceed a maximum of \$_____ 1000,00 _____.

L. **Permitting, Licensing and/or Studies:** The ENGINEER shall be reimbursed at an hourly rate as per Exhibit "B," as services are rendered, by OWNER for the specialized services as indicated in Article 6 for permitting, licensing or studies in an amount not to exceed \$_____ \$13,805.00 _____, without OWNER's consent. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

M. **Prequalification of Bidders:** If the OWNER elects to prequalify bidders pursuant to applicable provisions of the Alabama Bid Law, the ENGINEER shall be compensated at an hourly rate as per Exhibit "B," as services are rendered, but not to exceed \$_____ NA _____. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

N. **Traffic Control Plan:** The ENGINEER shall receive as compensation for development and design of a traffic control plan (TCP), after submission and review by the City Engineer, the sum of \$_____ 1,500.00 _____. This amount represents the total compensation to the ENGINEER for the TCP, including revisions and modifications as the work progresses.

O. **L.O.M.R.:** The ENGINEER shall be reimbursed by OWNER for the cost for the specialized services of assisting the OWNER in obtaining letters of map revisions on drainage projects at an hourly rate as per Exhibit "B," as services are rendered, not to exceed \$ NA. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

P. **Sales and Use Tax Savings:** In the event the OWNER and the Contractor determine to utilize a sales and use tax savings agreement in regard to the Project and if a compensation amount is indicated below, the ENGINEER will provide administration and coordination services to OWNER in regard to purchase orders, payments and invoices on the Project as required by the agreement between the OWNER and the Contractor. The ENGINEER shall be compensated for these services at the hourly rate reflected on Exhibit "B," as services are rendered, but not to exceed a maximum of \$ NA. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

Q. **Generally:** The OWNER may elect at its discretion to pay the ENGINEER a portion of the compensation due for any phase of services based upon an invoice of the ENGINEER prior to the completion of that phase or the approval by OWNER of that phase. The OWNER has the right to appeal or ask for clarification on any ENGINEER billing. In the event of termination by the OWNER, the ENGINEER shall be paid a pro rata share for the work deemed by the OWNER to be acceptably performed. This compensation is based upon services being provided in the calendar years 2025-2026.

The ENGINEER shall maintain books and accounts of project related payroll costs, travel, subsistence, field and incidental expenses, in accordance with generally accepted accounting principles and practices. Each of such documents shall indicate to which project or AGREEMENT they are applicable. Such books shall be available during ENGINEER'S normal business hours for the project duration and for a period of one (1) year after completion thereof for an examination by OWNER or OWNER'S representatives to the extent required to verify the costs incurred hereunder. Said books shall be maintained in the ENGINEER'S local offices.

Approvals by OWNER are for maintainability and usability only, not for adequacy or accuracy of design, Code compliance or other engineering services and shall in no way relieve ENGINEER of full responsibility to provide the full range of competent professional services required herein.

ARTICLE 15 - PERIOD OF SERVICE

The ENGINEER agrees to complete all services required by this AGREEMENT within the following time periods unless otherwise extended in writing by the OWNER. If delay is attributable only to the OWNER, or its officers, agents, and employees, then OWNER will grant ENGINEER a reasonable extension of time to complete any given phase. OWNER will not unreasonably withhold its agreement to extend the time if the circumstances require such, so long as the necessity for such an extension is not attributable in whole or in part to the ENGINEER or any of its subconsultants.

Time as stated herein refers to calendar days. Each phase of service required by this AGREEMENT shall be initiated immediately upon authorization by the OWNER. Time is of the essence.

A. **Completed Preliminary Design.** Where the work includes more than one project, it is anticipated that work by the ENGINEER shall proceed simultaneously on all projects; therefore, the ENGINEER must complete and submit for OWNER'S approval all items required for completed preliminary design and OWNER approval of the projects contained within this AGREEMENT together with the budget level estimates of construction costs, within NA days from the date of execution of this AGREEMENT.

The OWNER shall then have thirty (30) days to review and comment upon the ENGINEER'S completed draft preliminary design after submission of the same by ENGINEER. (This review will be conducted primarily by the OWNER'S staff and other OWNER representatives).

The ENGINEER shall then promptly but within a maximum of thirty (30) days revise the completed draft preliminary design pursuant to the OWNER'S review and comments. The ENGINEER shall then resubmit the preliminary design to the OWNER and OWNER shall have thirty (30) days to review and obtain OWNER (City Council) approval or comment upon the ENGINEER'S completed preliminary design.

B. **Easement Negotiation, etc.** ENGINEER shall obtain all necessary permits, and assist the OWNER in acquiring deeds, consents, easements, or right-of-way acquisitions for the project simultaneously with final design. In the opinion of the ENGINEER, should condemnation be necessary, he shall promptly so notify OWNER so as not to delay the project.

C. **Final Design.** Where the work includes more than one project, it is anticipated that work by ENGINEER shall proceed simultaneously on all projects, therefore, the ENGINEER must complete and submit all items required in the final design phase including OWNER approval together with estimates of probable construction costs for the projects included within this AGREEMENT within NA days from the date of approval by OWNER of completed preliminary design. The work shall also be submitted to ADEM and other applicable regulatory agencies at this time, if requested. Plans and specifications shall be available to bidders on that date. Provided; however, this shall not preclude preliminary submittals for the purpose of expediting ADEM or other regulatory agency approvals.

The OWNER shall then have thirty (30) days to review and comment upon the ENGINEER'S final design (including Contract Documents) after submission of the same by ENGINEER. These plans, specifications, and Contract Documents shall be complete, including all detail known necessary by the ENGINEER, and ready to bid, except for modifications resulting from OWNER'S reviews. (This review shall be conducted primarily by the OWNER'S staff and other OWNER representatives). The ENGINEER shall then promptly, but within a maximum of thirty (30) days, revise the final design pursuant to the OWNER'S review and comment. The ENGINEER shall promptly then resubmit ten (10) sets of the completed final Contract Documents to the OWNER and the OWNER shall have thirty (30) days to review and obtain OWNER (City Council) approval or comment upon ENGINEER'S completed final designs. The written approval of the OWNER shall be received prior to placing any advertisement for bids.

NOTE: The date for completion of preliminary or final design on each project (where more than one project is included in this AGREEMENT) shall be concurrent and not consecutive.

Completed preliminary design and final design documents (including Contract Documents) together with estimates of construction costs for each project in this AGREEMENT shall be submitted to the OWNER for approval. However, the review and approval by the OWNER and representatives, employees and agents of the OWNER, including the OWNER'S Program Coordinator, of the preliminary design, and the final design, or any other document including the Contract Documents shall not, in any way, relieve ENGINEER of responsibility or liability for the preliminary design and the final design, including the Contract Documents and other aspects of the work.

D. **Bidding Phase.** The ENGINEER must complete all services in the bidding phase pursuant to the requirements of this AGREEMENT within sixty (60) days of the date of approval by OWNER of completed final design and authorization by the OWNER to bid the project. In the event of a bid protest or similar problem through no fault of the ENGINEER, an appropriate time extension may be granted by the OWNER as provided for herein.

E. **Construction Administration and Services During Construction.** The ENGINEER must complete all services for the construction phase within the time period for the construction contract plus an additional

sixty (60) days for the completion of the record drawings. This time period shall commence upon the issuance of a Notice to Proceed from the OWNER to the CONTRACTOR.

F. **Miscellaneous:** Approval of public agencies required for any project shall be obtained by ENGINEER prior to beginning of the succeeding phase. Approvals by OWNER are for maintainability and usability only, not for adequacy or accuracy of design, Code compliance or other engineering services and shall in no way relieve ENGINEER of full responsibility to provide the full range of competent professional services required herein.

G. **Suspension, Delay, or Interruption of Work.** The OWNER may suspend, delay, or interrupt the work of the ENGINEER on the PROJECT for the convenience of the OWNER or for reasons beyond the control of the OWNER or ENGINEER.

In the event such suspension, delay, or interruption of work necessitates an adjustment in the total compensation due the ENGINEER, the ENGINEER shall immediately so inform the OWNER in writing, and an adjustment may be made for any reasonable increases in the cost of the ENGINEER'S performance under this AGREEMENT, including personnel relocation and/or replacement costs and all other identifiable labor and expense costs through an Amendment to this AGREEMENT as herein provided.

Time is of the essence. The ENGINEER shall complete the work for each phase within the timeframe as stated herein. ENGINEER agrees to pay OWNER liquidated damages in the sum of Two Hundred (\$200.00) Dollars per calendar day beyond a specified date that the work on any phase of the project for which the ENGINEER has contracted with the OWNER remains substantially or partially uncompleted attributable in whole or part to the ENGINEER.

ARTICLE 16 - FINAL PAYMENT

Upon satisfactory completion of the construction work on the project, its final inspection by ENGINEER, and final acceptance by the OWNER, the ENGINEER shall be paid any unpaid balance due to the ENGINEER for costs actually incurred under this AGREEMENT and as provided for in this AGREEMENT, provided that the Maximum Cost Limitation(s) is not exceeded. The ENGINEER shall not be paid for costs not incurred. Prior to such final payment under this AGREEMENT, or prior to settlement upon termination or abandonment of this AGREEMENT, and as a condition precedent thereto, the ENGINEER shall promptly deliver to the OWNER all required guaranties and record drawings.

If the OWNER abandons, terminates, delays or postpones the project, as defined herein, the ENGINEER shall deliver to the OWNER copies of all plans, specifications, documents and other work either completed or in progress along with his final statement for services rendered.

ARTICLE 17 – TERMINATION

This AGREEMENT shall be terminated by the OWNER without notice should the project be abandoned, or postponed or delayed for more than a twelve (12) month period. In the event ENGINEER fails to perform to satisfaction of OWNER or OWNER determines that the project should be abandoned, postponed or delayed, this contract may also be terminated by the OWNER for the convenience of the OWNER at the expiration of ten (10) days after written notice to the ENGINEER at any time. If the OWNER determines that the project is to be abandoned, postponed, terminated, or delayed, it shall so notify the ENGINEER in writing and the ENGINEER shall immediately stop all work on the project. The ENGINEER shall be compensated in accordance with Article 3 for services rendered as of the date of notification that the AGREEMENT is to be terminated. No compensation shall be made for lost profit, reassigned personnel, etc.

Should the project as herein agreed be terminated or abandoned, or upon the completion of services or any phase thereof, the ENGINEER shall deliver, unless requested by OWNER to postpone delivery until so requested, ten (10) sets of plans and specifications and other work documents. In addition to its rights pursuant to Article 9 and 10, the OWNER shall be entitled to use these plans and specifications, with or without modification, for the construction of all or part of the entire project. In the event OWNER utilizes incomplete or modified plans, etc., of ENGINEER, it agrees it will not hold ENGINEER liable or responsible thereby.

In the event ENGINEER fails to perform to the satisfaction of OWNER, the OWNER may terminate this AGREEMENT during any phase or at the completion of any phase, and may also contract with another party to complete the project. When this AGREEMENT is terminated, the OWNER shall be under no obligation to pay any amount exceeding the various maximums as set forth herein.

Should the OWNER terminate this AGREEMENT as provided herein, the OWNER shall be under no obligation to pay the ENGINEER for work inadequately performed or not performed.

Loss of Grant Funds. It is understood and agreed by and between the parties that to the extent any of the compensation to ENGINEER is payable by OWNER from the proceeds of a Grant, if the OWNER loses its eligibility to receive or continue to receive Grant funds or for any reasons the OWNER no longer can receive or obtain Grant funds, then the ENGINEER agrees it shall immediately terminate the provision of any services on the Project upon notification from the OWNER of this fact. While the OWNER shall compensate the ENGINEER for services rendered and expenses incurred, it will not be liable to ENGINEER or any of ENGINEER's subconsultants for any services rendered subsequent to the date of notice, nor will the loss of Grant funds and termination of services constitute the basis of any claim whatsoever against OWNER by ENGINEER. ENGINEER agrees to indemnify and hold harmless the OWNER of and from any claim or cause of action arising out of or in any manner associated with termination of services due to a loss of Grant funds from ENGINEER and/or any subconsultant. Provided; however, if the OWNER loses Grant funding due to a failure of ENGINEER or any of ENGINEER's subconsultants failure to perform services, then ENGINEER shall be liable to OWNER and shall refund to OWNER any compensation and expenses paid by OWNER for such services.

ARTICLE 18 - ATTACHMENTS, MISCELLANEOUS CLAUSES, SCHEDULES, AND SIGNATURES

It is further mutually agreed:

ATTACHMENTS

That, the following are attached hereto and adopted herein by reference:

Exhibit A.	Mark's Mart – Storm Drainage Repair
Exhibit B.	Map Location
Exhibit C.	2025 Hourly Rate Schedule

In the event of a direct conflict between any attachment and the terms of this agreement, the latter shall prevail over the former.

Article 19-MISCELLANEOUS CLAUSES

A. Notice and Service Thereof:

1. All notices, demands, requests, change orders, instructions, approvals and claims shall be in writing. Unless expressly otherwise provided elsewhere in this agreement, any election, notice or other

communication required or permitted to be given under this agreement shall be in writing and deemed to have been duly given if provided in accordance with the provisions hereof.

2. Any notice to or demand upon either party shall be in writing and shall be sufficiently given if addressed to the parties' representative at the address stated herein and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered with charges prepaid to any telegraph company for transmission to the party.

- B. **City Representative:** The City's representative on this project is hereby designated as Holly Phillips, P.E. and whose address is 3500 McFarland Boulevard, Northport, AL 35476

With a copy to: Tera Tubbs, Interim City Administrator, City of Northport, Post Office Box 569, Northport, Alabama 35476, Telephone: (205) 339-7000

- C. **Engineer's Representative:** The ENGINEER's representative on this project is hereby designated as Jason L. Coker, P.E. and whose address is 201 Towncenter Boulevard, Tuscaloosa, AL 35406.

- D. **Capacity:** Each party to this agreement represents and warrants to the other as follows:

1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
2. That each has full power and capacity to enter into this agreement, to perform and to conclude 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.
3. That to the extent required, each party 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 agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
4. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
5. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
6. That each party represents and warrants to the other 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 either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
7. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.
8. 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 agreement;

9. Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.
10. This agreement 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:
 - (a) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights.
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
11. Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder
12. 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 agreement;

E. Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Documents, and copies of parts thereof, are the instruments of service for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the Project. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City, its officers, agents and employees harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

F. No Waiver of Rights: Neither the inspection, review or approval by the City or any of their officers, employees, agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Engineer, nor any extension of time, nor any possession taken by the City or its employees, or non enforcement of any provision of this agreement by either party shall operate as a waiver of any provision of this agreement, or any power herein reserved to the City, or any right to damages, nor shall any waiver of any breach in this agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the City's rights under any warranty.

G. Subletting or Assigning of Contract: Limitations: The ENGINEER shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the agreement, his obligations, right, or interest therein, or its power to execute such agreement, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the ENGINEER of any duty or responsibility for the fulfillment of the agreement. A sale, conveyance or transfer of 50% or more of the stock or ownership of the ENGINEER shall be considered an assignment. Provided; however, in no event shall any portion of this agreement be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

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

I. Final Integration: This Agreement constitutes the entire agreement of the parties, 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 Agreement, 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 has been relied on by any party in entering into this Agreement.

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

K. **Amendment in Writing:** This Agreement 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.

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

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

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

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

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

Q. **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.

R. **Non Discrimination:** The ENGINEER agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race color, religion, sex, age or disability. (The ENGINEER shall fully comply with the Americans with Disabilities Act), the Fair Labor Standards Act and all other applicable laws and regulations).

S. **Fines and Penalties:** The ENGINEER shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or ENGINEER which are related to the ENGINEER's activities. The Owner shall deduct the amount of the levied fine or penalty from the Contract amount.

T. **Agreement Date/Counterparts:** The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement 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.

U. **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 Agreement 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.

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

ARTICLE 20. COMPLIANCE WITH IMMIGRATION LAW

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

ARTICLE 21. COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

ARTICLE 22. COMPLIANCE WITH TRAFFICKING VICTIMS PROTECTION ACT

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the amended Trafficking Victims Protection Act (TVPA) of 2000, 22 U.S.C. 7101 *et seq.*, and related regulations. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

ARTICLE 23. COMPLIANCE WITH ACT 2016-312

By signing this contract, the contracting parties affirm, for the duration of the agreement, that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

ARTICLE 24. COMPLIANCE WITH ACT 2023-409

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

CITY OF NORTHPORT, a Municipal Corporation

ATTEST:

BY: _____
Tera Tubbs, Interim City Administrator

ENGINEER:

ATTEST:

BY: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Tera Tubbs, whose name as Interim City Administrator of the City of Northport, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 20____.

My Commission Expires: _____

Notary Public.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

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

Given under my hand and official seal this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____



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

AGENDA ITEM NO. 9.b.9.

MEETING DATE: October 6, 2025

SUBJECT: Resolution Establishing the Fee for Vacating the Public Right-of-Way in the City of Northport - A Portion of Park Court

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

The Engineering Department is requesting the City Council to authorize the fees for vacating the public right-of-way for a portion of Park Court for J N E Realty, LLC. J N E Realty, LLC has filed with the City a Declaration of Vacation of Right-of-Way for 0.39 acres of Park Court, and will be responsible for the legal fees in the amount of \$550.00, advertisement fees in the amount of \$946.80, and the value of the right-of-way in the amount of \$11,049.87. The total amount that J N E Realty, LLC will be responsible for paying to the City is \$12,546.67.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. NA Amount: \$ NA

Motion for Consideration:

I move that the City Council authorize the fees for vacating a portion of Park Court public right-of-way in the amount of \$12,546.67 for J N E Realty, LLC.

RESOLUTION NO. 25 -

RESOLUTION ESTABLISHING THE FEE FOR VACATING THE PUBLIC RIGHT-OF-WAY IN THE CITY OF NORTHPORT

WHEREAS, the property owner(s) adjacent to J N E Realty, LLC located within the City limits of Northport have petitioned the City to vacate the right-of-way for said road; and

WHEREAS, Section 23-4-1 through Section 23-4-20, Code of Alabama, 1975 amended, establishes the procedure for vacating public right-of-way; and

WHEREAS, Section 11-49-6, Code of Alabama, 1975 amended, gives the City Council the authority to establish a fee for the vacation of public rights-of-way; and

WHEREAS, The City Council has determined that 0.39 acres of Park Court located within the corporate limits of Northport no longer serves a public purpose.

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

1. Vacating 0.39 acres of Park Court located within the corporate limits, is in the best interest of the citizens of the City of Northport.
2. That the fair and reasonable fee for the vacation of said right-of-way is hereby established as the value of the ROW vacated plus the direct costs to the City to vacate said right-of-way or \$12,546.67.
3. That each benefited property owner be charged their pro-rata share of the costs to vacate said right-of-way as determined by the City Engineer.

RESOLVED AND DONE THIS 6th DAY OF OCTOBER 2025

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Tera Tubbs, Interim City Administrator

Reading: October 6, 2025

Motion By:

Second By:

EXHIBIT “A”

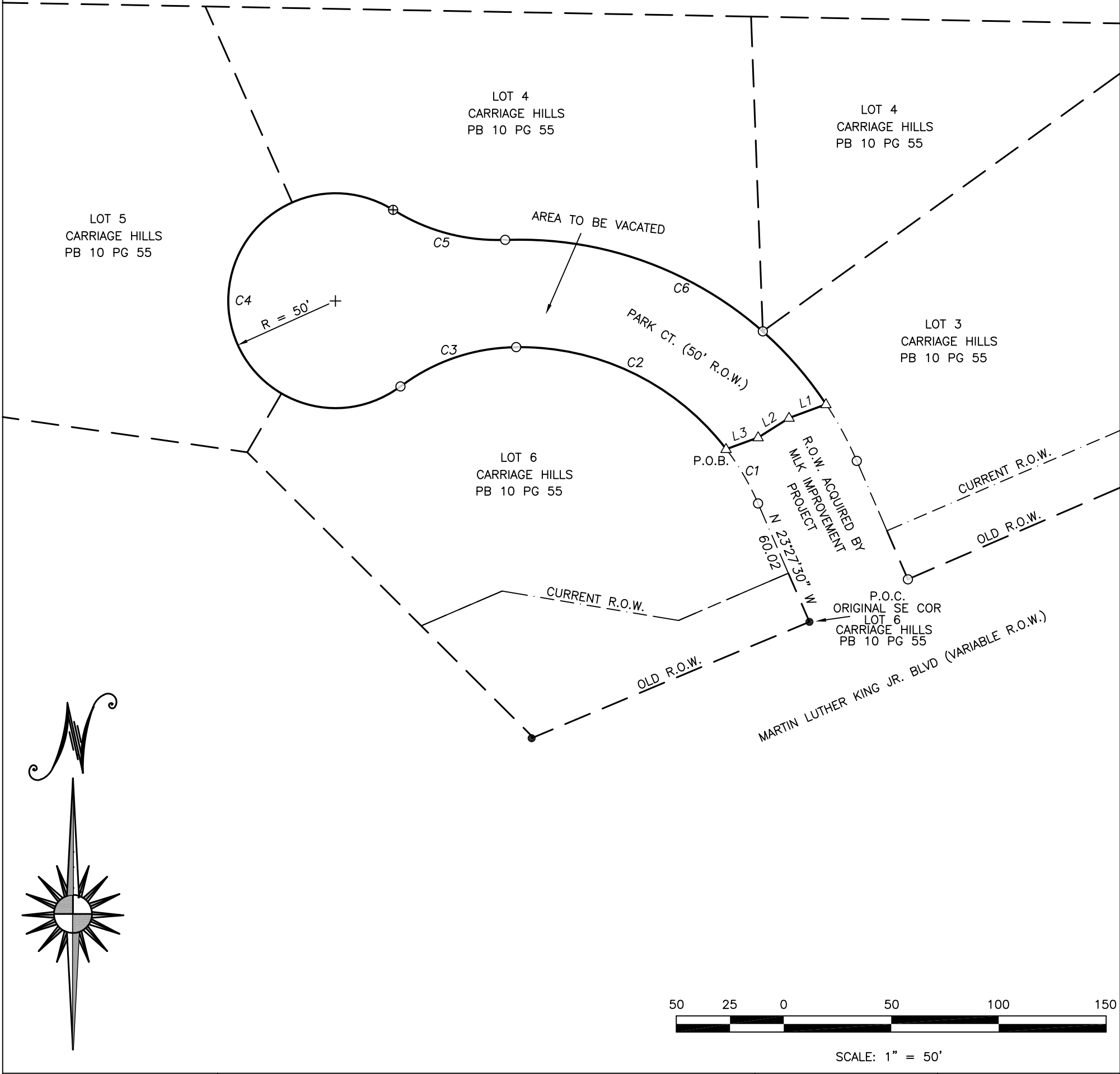
SKETCH TO ACCOMPANY DESCRIPTION
VACATION OF STREET AS SHOWN ON THE PLAT
OF CARRIAGE HILLS AS RECORDED IN
PLAT BOOK 10 AT PAGE 55
TUSCALOOSA COUNTY, ALABAMA

CURVE TABLE					
NO	DELTA	RADIUS	LENGTH	CHORD	CHORD BRG
C1	13°57'57"	120.50	29.37	29.30	N 30°20'13" W
C2	55°02'04"	120.50	115.74	111.35	N 64°50'13" W
C3	34°42'29"	90.50	54.82	53.99	S 70°17'30" W
C4	249°24'58"	50.00	217.66	82.21	N 02°21'15" W
C5	34°42'29"	90.50	54.82	53.99	S 75°00'01" E
C6	58°56'14"	170.50	175.38	167.75	S 62°53'08" E

LEGEND

- IRON FOUND
- 1/2" CAPPED REBAR SET-CA#0065
- ⊕ PK NAIL SET
- △ CALCULATED POINT-NOT MONUMENTED
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 69°44'00" W	18.28
L2	S 57°47'57" W	17.00
L3	S 69°57'37" W	15.91



HERNDON, HICKS & ASSOCIATES, INC.

Professional Land Surveyors

2728 Lurleen Wallace Blvd. (P.O. Box 508) - Northport, AL 35476
Phone (205) 333-0003
mike@hhasurveyors.com

Drawn By: JRH	Field Work: 9/2025
Scale: 1"=50'	Surveyed By: KN
Date: 9/12/2025	Appd. By: DRH
Survey Type: BOUNDARY	Source of Information PB 10 PG 55
Job No.: 2508-017	Drawing No.: 2508-017.DWG

“EXHIBIT 1”

This instrument prepared by:
David R. (Bobby) Herndon
Herndon, Hicks, & Associates, Inc.
2728 Lurleen B Wallace Blvd
Northport, Alabama 35476
(205) 333-0003

SOURCES OF TITLE:
DEED BOOK 2013 PAGE 9529
DEED BOOK 2012 PAGE 16957

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

DECLARATION OF VACATION OF PUBLIC RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, that J N E REALTY, LLC is the owner of all the land abutting a PUBLIC RIGHT-OF-WAY, which is hereinafter more particularly described, and which public right-of-way said owner desires to vacate as provided in Ala. Code §23-4-20 (1975). The vacation of said alley as hereinafter described will not deprive other property owners of reasonable means of ingress and egress to and from their property nor will it adversely affect the interest of the general public in any way.

NOW, THEREFORE, pursuant to the provisions of Ala. Code §23-4-20 (1975), the undersigned owners do hereby declare the following described alley located in the City of Northport, Tuscaloosa County, Alabama, to be vacated:

STATE OF ALABAMA
TUSCALOOSA COUNTY

A portion of Park Court as shown on the plat of Carriage Hills as recorded in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 10, at Page 55, and being more particularly described as follows:

Commence at an iron pipe found on the southeast corner of Lot 6, of said Subdivision; thence run North 23 degrees, 27 minutes, 30 seconds West, 60.02 feet to a ½ inch capped rebar set;

thence run northwestwardly along a curve to the left, having a radius of 120.50 feet, a chord bearing of North 30 degrees, 20 minutes, 13 seconds West, for a chord distance of 29.30 feet to a point, said point being the Point of Beginning; thence run northwestwardly along a curve to the left, having a radius of 120.50 feet, a chord bearing of North 64 degrees, 50 minutes, 13 seconds West, for a chord distance of 111.35 feet to a ½ inch capped rebar set (#0065); thence run southwestwardly along a curve to the left, having a radius of 90.50 feet, a chord bearing of South 70 degrees, 17 minutes, 30 seconds West, for a chord distance of 53.99 feet to a ½ inch capped rebar set (#0065); thence run northwestwardly along a curve to the right, having a radius of 50.00 feet, a chord bearing of North 02 degrees, 21 minutes, 15 seconds West, for a chord distance of 82.21 feet to a PK nail set; thence run southeastwardly along a curve to the left, having a radius of 90.50 feet, a chord bearing of South 75 degrees, 00 minutes, 01 seconds East, for a chord distance of 53.99 feet; thence run southeastwardly along a curve to the right, having a radius of 170.50 feet, a chord bearing of 62 degrees, 53 minutes, 08 seconds East, for a chord distance of 167.75 feet; thence run South 69 degrees, 44 minutes, 00 seconds West, along said right of way 18.28 feet; thence run South 57 degrees, 47 minutes, 57 seconds West, along said right of way 17.00 feet; thence run South 69 degrees, 57 minutes, 37 seconds West, along said right of way 15.91 feet to the Point of Beginning.

Said area containing 0.39 acres, more or less

The said alley to be vacated is within the limits of the City of Northport and assent to the vacation of said alley will be obtained from the City Council, a copy of which, certified by the City Administrator, will be attached hereto and will be filed and recorded with this written Declaration of Vacation and will be made a part hereof.

IN WITNESS WHEREOF, the said J N E REALTY, LLC have set their hands and seals hereto this 12th day of September, 2025.

David R. (Bobby) Herndon

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, _____, a Notary Public in and for said State at Large, hereby certify that
David R. (Bobby) Herndon , whose name is signed to the foregoing document, and who is known to me, acknowledged
that being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 20 ____.

Notary Public.

My Commission Expires: _____



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: October 6, 2025

SUBJECT: Minutes, September 22, 2025

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

The attached document includes minutes from September 22, 2025 Council Meeting. This meeting took place in the Council Chambers at Northport City Hall.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Approval of the Consent Agenda will approve the official minutes from September 22, 2025 Council Meeting and said action will be reflected in the minutes of the City Council.

The regular called Meeting of the Northport City Council convened at **5:30 p.m.** on **Monday, September 22, 2025** at Northport City Hall, located at 3500 McFarland Blvd, Northport, AL, 35476, in the Council Chambers. The invocation was offered by Mayor Hinton and President Bobo led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: Pro Tem Washington, Councilman Wiggins, Councilman Aiken, Councilwoman Dykes and President Bobo. Also present at tonight's meeting, Mayor Hinton and City Administrator Webb.

PRESENTATIONS

Mayor Hinton read a proclamation recognizing Lily Pads Boutique as Business of the Month for September 2025. Mayor Hinton also read a proclamation recognizing Glenda Webb's upcoming retirement. Northport school principals attended the meeting to express their thanks to the council for their support through grants over the past five years.

APPROVAL OF AGENDA

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to approve the agenda for September 22, 2025, **as printed. Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

VISITORS TO ADDRESS COUNCIL

Walter Poole – 3001 Paddlecreek Lane address the council regarding poor signage and frequent U-turns at the Highway 69 and Northwood Lake intersection. President Bobo informed him that ALDOT and city staff were aware of the complaint.

UNFINISHED BUSINESS

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Ordinance 2280 Adopting the FY2026 General Fund Operational Budget.** Ordinance approving the FY2026 General Fund Operational Budget. These budget appropriations are for the fiscal year beginning October 1, 2025 through September 30, 2026. It was approved by the Finance Committee on August 18, 2025. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to adopt **Ordinance 2281 Adopting the FY2026 Water & Sewer Fund Operational Budget.** Approving the FY2026 Water & Sewer Fund Operational Budget. These budget appropriations are for the fiscal year beginning October 1, 2025 through September 30, 2026. It was approved by the Finance Committee on August 18, 2025. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Ordinance 2282 amending Chapter 74, Article IV pertaining to Water and Sewer Rates.** This ordinance updates Chapter 74, Article IV as part of the FY26 operational budget. A summary of the changes include updating the fee schedules to reflect CPI adjustment; amending language in Sec. 74-209 (k) regarding returned check fee to returned payment fee, to cover all returned payments; updating unauthorized connection fee from \$100 to \$250; and amending language in Sec. 74-207 (a)(3) to remove the monetary cap on residential sewer and replace it with a gallon cap. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

NEW BUSINESS

First Reading, Offered by President Bobo, **Ordinance repealing Section 2-38 of Chapter 2 of the Northport Municipal Code pertaining to Council Committees.** The incoming City Council has requested the repeal of this code section to allow them to operate by Work Sessions rather than by Council Committees. This repeal will not become effective until the incoming City Council is sworn in on November 3, 2025.

First Reading, Offered by Councilwoman Dykes, **Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 1203 EJ James Jr Parkway.** authorizing the filing of a lien for the property located at 1203 EJ James Jr. Parkway. The demolition was done at the City's efforts and expense.

Motion by Councilwoman Dykes, **Second** by Councilman Wiggins to adopt **Resolution 25-173 Authorizing Water Service Outside the City Limits for Property Located at 14661 Bone Camp Road.** Ms. Victoria Stough has property located at 14661 Bone Camp Road, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and

outside of the planning jurisdiction. She is requesting city water service. The Municipal Code allows this with the majority consent of the city council. The staff recommends this access be allowed. Per city code, 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, 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Resolution 25-174 authorizing the Human Resource Department to advertise for the position of City Administrator. The current and newly elected City Council members have requested that the City begin accepting applications for the position of City Administrator due to the retirement of City Administrator Glenda Webb. Motion by Councilman Wiggins, Second by Pro Tem Washington to amend resolution to add to paragraph 1 as follows: "utilizing the job description as approved by the administrative committee on September 22, 2025 removing full time residency in Tuscaloosa County preferred. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion To Amend Resolution Carried Unanimously.** Motion by Pro Tem Washington, Second by Councilman Wiggins to adopt the amended resolution. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Pro Tem Washington to adopt **Resolution 25-175 authorizing the City Administrator to sign the Settlement Agreement and Release pertaining to the DP Holdings, LLC Claim.** The City of Northport has been involved in a dispute with DP Holdings, LLC for breach of contract. The City of Northport has reached a Settlement Agreement with DP Holdings, LLC. The Settlement Agreement and Release are finalized and ready to be executed. The Legal Department respectfully requests the City Administrator be authorized to sign the attached Settlement Agreement and Release pertaining to the DP Holdings Claim in the amount of \$52,500.00. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 25-176 authorizing the City Administrator to sign the resolution complying with Homeland Security Presidential Directive-5 as outlined in the National Incident Management System (NIMS).** This resolution authorizes the City Administrator to sign a resolution adopting the concepts and principles as outlined in the National Incident Management System. The National Incident Management System provides the structure and mechanisms for federal support to state and local incident managers. The Homeland Security Presidential Directive-5 requires adoption of the National Incident Management System by local organizations as a condition for federal preparedness assistance (through grants, contracts, and other activities) beginning in FY 2005. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to adopt **Resolution 25-177 authorizing an additional three-year term Lease Agreement with the Alabama Department of Transportation (ALDOT) for parking underneath Hugh Thomas Bridge.** In the past, the City of Northport developed a public parking area beneath Hugh Thomas Bridge under a lease with the Alabama Department of Transportation (ALDOT) to be used by patrons utilizing the City's walking trail. By Resolution 22-190 the City Council authorized a three-year lease agreement with ALDOT which expires in January 2026. The agreement allows for an option to renew for an additional three-year term. The department respectfully requests the City Administrator be authorized to execute a letter to ALDOT exercising the right to renew the lease agreement at no cost to the city for parking underneath Hugh Thomas Bridge for an additional three-year term. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by President Bobo, **Second** by Pro Tem Washington to adopt **Resolution 25-178 Authorizing the City Administrator to Execute Special Authority Loan Conditions Agreements with the Alabama Drinking Water Finance Authority and the Alabama Department of Environmental Management Relating to Lead Service Line Inventory.** The City Council authorized the City Administrator to submit an application to the Alabama Department of Environmental Management for

Supplemental Funding to the Drinking Water State Revolving Fund Loan Program for Lead Service Line Inventory in an amount of \$235,082.00. The Alabama Department of Environmental Management notified the City of Northport of its intent to forgive the loan amount of \$235,082.00. This resolution is a request to execute a Special Authority Loan Conditions Agreement which indicates the forgiveness of the full principal amount of the previously authorized loan amount of \$235,082.00. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 25-179 Authorizing the City Administrator to Enter into a Reimbursable Agreement with Alabama Department of Transportation for Relocations of Utilities for Highway 82 & Highway 43.** This resolution authorizes the City Administrator to enter into a Reimbursable Agreement with ALDOT for the relocation of utilities for the Highway 82 and Highway 43 intersection. The reimbursable agreement will include the relocation of 4,000 linear square feet of water main and associated valves, fittings, and appurtenances. The funds for this are 100% reimbursable. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Pro Tem Washington to adopt **Resolution 25-180 Authorizing the City Administrator to Execute Amendment No. 1 with CSL Services, Inc. for TwoMile Creek Flow Study Contract.** This resolution authorizes the City Administrator to execute Amendment No. 1 with CSL Services, Inc. for the TwoMile Creek Flow Study. The scope of the amendment is for the 6 flow meters to remain in place for an additional 30 days due to lack of rainfall within the original 30-days, in the amount of \$9,900.00, resulting in a total cost of \$27,700.00. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to adopt **Resolution 25-181 Authorizing the City Administrator to Execute Change Order No. 1 with Alatech Computer Solutions, LLC for River Run Park.** On June 6, 2025, City Council approved Alatech Computer Solutions, LLC for the Installation of Network Solutions for Maintenance and Monitoring of Network Services for River Run Park. This resolution authorizes the City Administrator to execute Change Order No. 1 with Alatech Computer Solutions, LLC for the River Run Park. The scope of the change order is due to the removal of industrial switches to field enclosures being reduced from 9 to 7, adding UNIFI switches to the Audio/Video Racks for each grandstand (including a 5-year warranty), adding additional shelves for support, additional surge protection to expand the number of power plugs for 7 enclosures, and labor, in the amount of \$5,654.00. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by President Bobo, **Second** by Councilman Wiggins to adopt **Resolution 25-182 Authorizing the City Administrator to Enter Into Negotiations with Trident Development, LLC and 1871, LLC for an Economic Development Agreement.** This resolution authorizes the City Administrator to enter into negotiations with Trident Development, LLC and 1871, LLC for an Economic Development Agreement for a future Mixed-Use commercial development, approximately 52- acres located east on McFarland Boulevard. Once negotiations have been made, staff will bring back the Economic Development Agreement for City Council consideration. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by President Bobo, **Second** by Pro Tem Washington to adopt **Resolution 25-183 authorizing the City Administrator to Execute an Agreement with Southeastern Network of Athletic Professionals (SNAP) Sports Tourism Consulting for Representation of the Sports Complex at Northport Shore.** This resolution authorizes the City Administrator to execute an agreement with Southeastern Network of Athletic Professionals (SNAP) Sports Tourism Consulting for representation of the sports complex at Northport Shore. The proposal total is \$42,000.00. Prior to roll call vote, Councilwoman Dykes requested whether Legal had reviewed the agreement and also requested to table the vote for further review. With no second to being offered to table, the roll call on the motion to adopt Resolution 25-183 was as follows: Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, No; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried.**

CONSENT AGENDA

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to approve the Consent Agenda as printed for the September 22, 2025, Council Meeting:

1. Minutes, September 8, 2025, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, outsourced legal services rendered in connection with an employee matter., The Law Office of Kathy McCracken, LLC, \$7,560.00.
4. Purchase Requisition, employee reimbursement for Mason Sessoms in the amount of \$175.00 for the cost of taking the National Registry test to acquire his Paramedic License.
5. Purchase Requisition, Election Supplies and Ballots, Election Systems & Software, LLC, \$10,494.13.
6. Purchase Requisition, annual license fee, Placer Labs demographic and psychographic data annual license fee to increase from \$23,000.00 to \$24,150.00 starting October 23, 2025.
7. Purchase Requisition, The failure of an underground storm sewer pipe caused the sinkhole at Main Avenue and Park Street. The pipe must be cleaned and lined before the sinkhole can be filled in. Attached is an estimate from Video Industrial Services to provide all equipment, materials, and labor required to repair the storm sewer pipe for \$13,290.00.
8. Purchase Requisition, Stone & Sons, in the amount of \$6,600.00, is for replacing the motor circuit conductors for water pump #2 at the Wastewater Treatment Plant. The current conductors have reached their useful life and need to be replaced in order to continue normal operations at the plant.
9. Purchase Requisition, University of Alabama Printing Services, District Notification Postcards, \$12,055.13. The 2020 federal census indicated a change in population distribution within each existing single member district that warranted a modification of the district boundaries for the City of Northport. Postcard notifications were sent to all registered voters in the City of Northport to ensure awareness of their polling locations before the August 26, 2025 Municipal Election.
10. Purchase Requisition, On June 3, 2024, Item 9b7 was approved for a Master Agreement with Vision Security Technologies for cameras, equipment, labor, and licensing for a city-wide security project. Resolution 24-94 was approved. Vision Security has now completed the Security Project and has invoiced TOD#1 for \$77,457.84, and TOD#2 for \$28,473.78. Payment of these two invoices will close out the project.

REPORTS OF SPECIAL COMMITTEES OF COUNCIL

There were no reports.

PUBLIC HEARINGS

- A. There were **no** Public Hearing items on the agenda for the **Engineering Department**.
- B. There was **one** Public Hearing items on the agenda for the **Legal Department**.
 1. **Second Reading, Resolution fixing the cost of weed abatement and authorizing filing a lien for property located at 824 McFarland Blvd.**
 - i. President Bobo opened the floor for item 11.b.1.
 - ii. There were no speakers.
 - iii. President Bobo closed the floor for item 11.b.1.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 25-184 fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 824 McFarland Blvd.** The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

- C. There were **five** Public Hearing items on the agenda for the **Planning & Inspection Department**.
 1. **Second Reading, Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 5118 Azalea Trail.**
 - i. President Bobo opened the floor for item 11.c.1.
 - ii. There were no speakers.
 - iii. President Bobo closed the floor for item 11.c.1.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 25-185 fixing the cost of demolition and authorizing the filing of a lien for the property located at 5118 Azalea Trail.** The demolition was done at the City's efforts and expense. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes;

Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

2. Second Reading, Ordinance of Conditional Use approval for pet grooming in a Residential/Commercial/Institutional (RCI) zone for the property located at 703 Main Avenue.

- i. President Bobo opened the floor for item 11.c.2.
- ii. There were no speakers.
- iii. President Bobo closed the floor for item 11.c.2.

Motion by President Bobo, **Second** by Pro Tem Washington to adopt **Ordinance 2283 of Conditional Use approval for pet grooming in a Residential/Commercial/Institutional (RCI) zone for the property located at 703 Main Avenue.** Nellie Mae and Company, LLC is requesting to operate a pet grooming service in a RCI zoning district. The request was considered by the Planning Commission on August 19, 2025, and a recommendation for approval was made to the City Council. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

3. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 3905 Hunter Creek Road.

- i. President Bobo opened the floor for item 11.c.3.
- ii. John Newman, 4005 Hunter Creek Road owner of property at 3905 Hunter Creek Road. Thanked council for the time they have been giving and requested additional time to complete project.
- iii. President Bobo closed the floor for item 11.c.3.

Motion by President Bobo, **Second** by Councilman Wiggins to **Table Ordinance Ordering Demolition of an Unsafe Structure located at 3905 Hunter Creek Road to the January 5, 2026 agenda.** The Chief Building Official has found that the structure located at 3905 Hunter Creek Road is unsafe and dangerous to public health. The City Council agreed to table this item on June 2, 2025, for a 90-day extension. During this time, the owner has obtained a building permit, submitted a list of repairs to be completed, and has begun work to bring the structure up to building code. The owner has made progress, but the work has not been completed. All necessary procedures have been followed pursuant to Act No. 80-410. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

4. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1603 7th Street.

- i. President Bobo opened the floor for item 11.c.4.
- ii. There were no speakers.
- iii. President Bobo closed the floor for item 11.c.4.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to **Table Ordinance Ordering Demolition of an Unsafe Structure located at 1603 7th Street.** The Chief Building Official has found that the structure located at 1603 7th Street is unsafe and dangerous to public health. The City Council agreed to table this item on June 2, 2025, for a 90-day extension. During this time, the owner has obtained a building permit, submitted a list of repairs to be completed, and has begun work to bring the structure up to building code. A Final Inspection has been performed. However, there were several deficiencies that were found during the inspection. All necessary procedures have been followed pursuant to Act No. 80-410. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

5. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure Located at 2801 17th Avenue.

- i. President Bobo opened the floor for item 11.c.5.
- ii. Jason Lightsey, 2711 16th Avenue. Jason has a contract on the property and is scheduled to close on October 1, 2025. He is requested the item be tabled so he can complete the purchase and have the property demolished himself.
- iii. President Bobo closed the floor for item 11.c.5.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to **Table Ordinance Ordering Demolition of an Unsafe Structure Located at 2801 17th Avenue to the October 6, 2025 agenda.** If sale of property is completed October 1, 2025, Jason Lightsey must pull a demolish permit before October 6, 2025. **Roll call was as follows:** Pro Tem

Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**
D. There were **no** Public Hearing items on the agenda for the **Police Department.**

CITY ADMINISTRATOR’S BUSINESS
Thank you for the opportunity to serve the City of Northport.

DEPARTMENTAL BUSINESS
There was none.

MAYOR AND COUNCIL MEMBER’S BUSINESS

- Mayor Hinton** – No official business to discuss.
- President Bobo, District 1** – No official business to discuss for District 1.
- Pro Tem Washington, District 2** – No official business to discuss for District 2.
- Councilman Wiggins, District 3** – No official business to discuss for District 3.
- Councilwoman Dykes, District 4** – No official business to discuss for District 4.
- Councilman Aiken, District 5** – Thanked Glenda Webb for her service.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to **adjourn the meeting. Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

There being no further business to come before the Council, the meeting was **adjourned** at **6:26 p.m.**

ATTEST:

Christy Bobo, President

Tera Tubbs, Interim City Administrator



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

AGENDA ITEM NO. 9.c.2.
MEETING DATE: October 6, 2025
SUBJECT: Bill Listing

Unfinished Business:
Public Hearing:

New Business:
First Reading:

Consent Agenda: x
Second Reading:

Prepared By: Stacey Beynon

Approved By: Tera Tubbs

Summary:

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

Recommendation:

Recommendation that this request be passed.

Funding Source/GL Code:

Motion for Consideration:

With approval of the Consent Agenda, the attached bill listing is hereby approved and said action is reflected in the official minutes of the City Council Meeting.



Payment Dates 9/17/2025 - 9/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Dominion Construction Co. Inc.	Downtown Sdwk/Stscpe Impr...	09/16/2025	Streetscape Phase III Construct...	78,297.97
FirstPoint Collection Resources..	104557	09/15/2025	CK39059/CLT D00027/CITY OF...	293.68
Derrick Walker	INV0034862	09/10/2025	NPCC Rental Refund CHR25-0...	100.00
Derrick Walker	INV0034862	09/10/2025	NPCC Rental Refund CHR25-0...	275.00
Snow-Blakeney Construction L...	INV0035032	09/15/2025	Tap Fee Refund	1,593.00
Camilla Gurley	INV0035004	09/15/2025	NPCC Security Deposit Refund...	100.00
Evan Etheridge	INV0035006	09/15/2025	NPCC Security Deposit Refund...	100.00
Margie Hutton	INV0035007	09/15/2025	NPCC Security Deposit Refund...	100.00
Erica Matias	INV0035008	09/15/2025	NPCC Security Deposit Refund...	100.00
City of Northport	INV0035022	09/15/2025	Northport First Allocation Cle...	2,480.15
TTL Inc.	2155622	09/16/2025	ALDOT Reimbursement	12,662.38
Jason's Drain Service	INV0035299	09/22/2025	ROW Permit Refund ROW25-...	725.00
MICKEY'S BACKHOE SERVICE I...	INV0035301	09/22/2025	ROW Permit Refund ROW25-...	725.00
MICKEY'S BACKHOE SERVICE I...	INV0035302	09/22/2025	ROW Permit Refund ROW25-...	725.00
Sandra Walker	INV0035418	09/23/2025	NPCC Security Deposit Refund...	100.00
Lashawnda Bates	INV0035419	09/23/2025	NPCC Security Deposit Refund...	100.00
Maxx Mailing Service	INV0035446	09/23/2025	ROW Refund Permit ROW25-...	725.00
Jason's Drain Service	INV0035450	09/23/2025	ROW Permit Refund 210454	725.00
				99,927.18

Department: 13 - Mayor & City Council

Verizon	6121777758ADMIN	09/04/2025	ACCT 423469999-00001 ADM...	288.73
Tuscaloosa County High School	INV0034856	09/10/2025	Woodrow Washington TCHS P...	45.00
FastSigns of Tuscaloosa	EST-31493	09/23/2025	FastSigns	411.98
Alabama League of Municipalit..	3568	09/24/2025	6 newly elected alm orientati...	350.00
Alabama League of Municipalit..	3569	09/24/2025	6 newly elected alm orientati...	350.00
Alabama League of Municipalit..	3570	09/24/2025	6 newly elected alm orientati...	350.00
Alabama League of Municipalit..	3571	09/24/2025	6 newly elected alm orientati...	350.00
Alabama League of Municipalit..	3572	09/24/2025	6 newly elected alm orientati...	350.00
Alabama League of Municipalit..	3573	09/24/2025	6 newly elected alm orientati...	350.00
Amazon Capital Services	11WR-NTDL-CLL4	09/23/2025	new mayor council phone cas...	68.55
Chamber of Commerce of We...	76304	09/26/2025	Chamber of Commerce Federa...	400.00
Chamber of Commerce of We...	76318	09/26/2025	Chamber of Commerce Trans...	400.00
Tuscaloosa County High School	INV0035667	09/26/2025	Music Department	1,000.00
Northport Lions Club	INV0035670	09/26/2025	ADMIN - Dist Dev Funds	250.00
Northport Intermediate School	INV0035814	09/30/2025	ADMIN - Dist Dev Funds	1,750.00
Tuscaloosa County High School	INV0035817	09/30/2025	ADMIN - Dist Dev Funds	1,750.00
Northport Elementary	INV0035820	09/30/2025	ADMIN - Dist Dev Funds	1,750.00
Flatwoods Elementary School	INV0035822	09/30/2025	ADMIN - Dist Dev Funds	1,750.00
Bridge Builder Friendship Fou...	INV0035827	09/30/2025	Admin - Dist Dev Funds	892.42
				Department 13 - Mayor & City Council Total: 12,856.68

Department: 15 - Administrative

Bama Exterminating Co. Inc.	365126	09/24/2025	annual termite inspection	452.50
Civil Worx Construction LLC	Tiger Park Inv 3	09/17/2025	Tiger Park Const. - CO#1	22,723.75
Tuscaloosa Blueprinting & Rep...	17586	09/23/2025	Stickers-City of Northport Logo	276.00
Holly Phillips	INV0035286	09/22/2025	Reimbursement- Holly Phillips	143.00
Verizon	6121777758ADMIN	09/04/2025	ACCT 423469999-00001 ADM...	255.46
USI Insurance Svc LLC Alabama	5662726	09/29/2025	Alabama Municipal Insurance ...	19.00
Tera Tubbs	INV0035309	09/22/2025	Reimbursement- Tera Tubbs	102.25
Tera Tubbs	INV0035309	09/22/2025	Reimbursement- Tera Tubbs	131.09
Election Systems & Software L...	CD2127038	09/23/2025	*9/22/25 CONSENT AGENDA*...	10,494.13
Midstates Petroleum Company	INV0034643	09/08/2025	ACCT 10211 ADMIN	849.65
Comcast Cable	INV0034879	09/10/2025	1600 Main Ave Unit HMOFC 8...	234.95
Xerox Corporation	IN3597108	09/30/2025	Xerox Invoice-Staple and cartr...	283.99
Election Systems & Software L...	CD2128282	09/15/2025	Invoice-Election Systems & Sof..	890.50

Expense Approval Report

Payment Dates: 9/17/2025 - 9/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Pitney Bowes Inc.	1028087186	09/15/2025	ADMIN - Postage Machine Su...	174.63
Award Company of America L...	64554	09/23/2025	Award Company of America	1,163.90
Logo Station	25740	09/23/2025	embroidery	152.00
PCI Technologies	66941a	09/11/2025	CH, FD Station 1- annual fire a...	450.00
University of Alabama	S4214995	09/23/2025	*9/22/25 CONSENT AGENDA-...	12,055.13
FastSigns of Tuscaloosa	EST-31493	09/23/2025	FastSigns	421.27
USI Insurance Svc LLC Alabama	INV0035126	09/16/2025	Renewal-Employed Lawyers P...	1,920.00
USI Insurance Svc LLC Alabama	5682390	09/16/2025	Additional light poles at River ...	283.00
Burnum-Hahn Exterminators I...	INV0035038	09/15/2025	Monthly Pest Control - CH	79.00
Amazon Capital Services	111G-DHV3-76QY	09/15/2025	uniforms	76.46
Amazon Capital Services	1DJ3-QC16-9FWG	09/16/2025	Team Wear	415.93
Parts Town LLC	#2106933450	09/17/2025	CH- control board & sensors f...	1,203.93
Amazon Capital Services	1QV7-4KXY-6LRM	09/16/2025	uniforms	384.23
Grainger Inc.	9642443718	09/22/2025	CH's RTU 5 - bearing, contactor	254.15
P.O.E. Farm LLC	INV0035306	09/22/2025	Cutting hills at Tiger Field Aug ...	995.00
Walmart	INV0035812	09/30/2025	Walmart-Women's luncheon ...	106.89
Wittichen Supply Co. Inc.	S105436539.001	09/17/2025	CH- air filters for new filter rack	195.84
Wittichen Supply Co. Inc.	S105445657.001	09/17/2025	CH- air filters for new filter rack	195.84
Wittichen Supply Co. Inc.	S105469833.001	09/17/2025	CH- air filters for new filter rack	-134.88
Spire	INV0035322	09/22/2025	2101 Park St 5773780740	3.84
Wittichen Supply Co. Inc.	S105471365.001	09/22/2025	CH- air filters for new filter rack	134.88
Wittichen Supply Co. Inc.	S105471447.001	09/17/2025	CH- air filters for new filter rack	-195.84
Amazon Capital Services	1494-L6VN-3KTN	09/22/2025	Credit Inv 1QV7-4KXY-6LRM	-43.23
Amazon Capital Services	1FPJ-LPTF-3F9C	09/22/2025	CREDIT INV 1QV7-4KXY-6LRM	-23.99
Amazon Capital Services	1FPJ-LPTF-3FD4	09/22/2025	CREDIT INV 1QV7-4KXY-6LRM	-54.98
Amazon Capital Services	1G4V-7RKH-4YRH	09/22/2025	tubbs signature stamp	15.98
Amazon Capital Services	1GPP-VDF4-3FXG	09/22/2025	CREDIT INV 1QV7-4KXY-6LRM	-18.99
Amazon Capital Services	1TWJ-6LKW-3DJY	09/22/2025	CREDIT INV 1QV7-4KXY-6LRM	-14.99
Amazon Capital Services	4KY-J1JF-3L4Y	09/22/2025	CREDIT INV 1QV7-4KXY-6LRM	-18.99
Amazon Capital Services	FPJ-LPTF-3FC7	09/22/2025	CREDIT INV 1QV7-4KXY-6LRM	-19.99
Spire	INV0035763	09/29/2025	512 Main Ave 4973862222	8.30
Spire	INV0035769	09/29/2025	3401 Main Ave C 0420679877	153.25
Gilmore Rowley Crissey & Hay...	INV0035445	09/23/2025	Settlement Agreement - DP Ho..	52,500.00
Cintas	4244206761	09/23/2025	Payer # 14353428	75.86
Sequel Electrical Supply	931180976	09/25/2025	CH- replace broken light in we...	108.43
Amazon Capital Services	1NGH-6CN4-7H7C	09/25/2025	phone case and protector	28.46
Staples Business Advantage	6043246308	09/26/2025	ADMIN - COPY PAPER	552.86
Alabama Power Company	INV0035049	09/15/2025	SB23192-17002	10,053.62
Alabama Power Company	INV0035049	09/15/2025	SB23192-17002	1,413.67
Alabama Power Company	INV0035049	09/15/2025	SB23192-17002	387.91
Alabama Power Company	INV0035049	09/15/2025	SB23192-17002	686.05
Focus on Senior Citizens	AUG25	09/26/2025	FOCUS 50 Invoice#AUG25	2,804.53
Department 15 - Administrative Total:				125,785.23

Department: 16 - Legal

The Law Office of Kathy McCr...	INV0035437	09/23/2025	CONSENT 9/22/25 Outsourced..	7,560.00
Verizon	612177758LEGAL	09/04/2025	ACCT 423469999-00001	201.88
Alabama League of Municipalit..	3478	09/24/2025	Ron Registration CMO Training	350.00
Alabama League of Municipalit..	3479	09/24/2025	Registration Kim K. CMO Train...	350.00
Northport Gazette The	INV0035027	09/15/2025	Ad for Pub. Hearing-Weed Lie...	67.95
Local Government Services LLC	2102	09/24/2025	Assist with Franchise-Uniti Fib...	1,500.00
Kim Braughton	133860	09/25/2025	Reimbursement-Recording Do...	55.25
Dell Marketing LP	10838266788	09/26/2025	Docking Station for Kim K	169.99
Dell Marketing LP	10838266788	09/26/2025	Laptop for Kim K	2,627.44

Department 16 - Legal Total: 12,882.51

Department: 17 - Municipal Court

Cira L. Woolbright	INV0035146	09/16/2025	Translator	240.00
ByteSpeed LLC	INV0181240	09/15/2025	Computers	1,720.00
Catalis Court & Land Records L...	INV308360032	09/22/2025	Syscon Court Clerk Maintenan...	6,696.41
Staples Business Advantage	6043246298	09/26/2025	Supplies	6.59
Staples Business Advantage	6043246299	09/26/2025	Supplies	189.96

Expense Approval Report

Payment Dates: 9/17/2025 - 9/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Staples Business Advantage	6043246302	09/26/2025	Supplies	42.49
Staples Business Advantage	6043246303	09/26/2025	Supplies	-42.49
Staples Business Advantage	6043246307	09/26/2025	Supplies	86.50
One Source Office Products LLC	IN-QT-7656	09/25/2025	Forms	159.00
Christopher Edward Allen	INV0035684	09/26/2025	Special Judge 9/26/25	875.00
Department 17 - Municipal Court Total:				9,973.46

Department: 22 - Information Technology

T-Mobile US Inc.	INV0034630	08/21/2025	ACCT 976900299 IT	236.72
Verizon	6121777758IT	09/04/2025	ACCT 423469999-00001 IT	210.66
Xerox Corporation	IN3579553GF	09/08/2025	Utilities Water Office -	614.72
A T & T	5326886019	09/22/2025	831-001-3720 096	549.62
Comcast Cable	INV0035234	09/17/2025	3500 McFarland Blvd Side 2 8...	63.30
Xerox Corporation	40905061	09/15/2025	8/29-9/28/25 contract charges	676.24
Xerox Corporation	40905062	09/15/2025	Contract Charge 8/29-9/28/25	1,466.34
Amazon Capital Services	1KTL-DJGT-63JL	09/11/2025	IT - Office Supplies	104.86
A T & T	3784306017gf	09/22/2025	831-001-2475 849	1,935.12
A T & T	3784306017gf	09/22/2025	831-001-2475 849	755.98
A T & T	5264685010	09/22/2025	831-001-2247 676	853.86
Comcast Cable	INV0035331	09/22/2025	1781 Harper Rd 8396 90 014 ...	318.13
Comcast Cable	INV0035332	09/22/2025	3721 26th Ave 8396 90 014 0...	164.32
Spectrum Business	177395401091425	09/22/2025	13205 Martin Rd SPUR 17739...	119.99
Comcast Cable	INV0035433	09/23/2025	1101 MLK 8396 90 014 02007...	157.80
Comcast Cable	251505560	09/22/2025	Acct 931094268	12,178.33
Vision Security Technologies	29939	09/23/2025	TOD#1 Invoice 29939	77,457.84
Vision Security Technologies	29940	09/23/2025	TOD #2 Invoice 29940	26,473.78
Vision Security Technologies	57849	09/15/2025	COUNCIL - Capital Project - IT -...	8,135.43
J & J Telephone Inc.	748151	09/15/2025	Acct 23929	418.82
Comcast Cable	INV0035434	09/23/2025	3500 McFarland Blvd OFC 839...	449.99
VC3 INC.	VC3-220098	09/23/2025	IT - Monthly backups	2,240.00
Redpoint Audio LLC	1321	09/23/2025	Service Call Buzzing sound in ...	150.00
J & J Telephone Inc.	748922	09/22/2025	Acct 28228	2,928.24
J & J Telephone Inc.	749576	09/25/2025	Acct 29956	571.85
Department 22 - Information Technology Total:				139,231.94

Department: 25 - Finance

Verizon	6121777758FIN	09/04/2025	ACCT 423469999-00001 FIN	201.27
Amazon Capital Services	1VM3-PRKT-PRG4	09/10/2025	FIN - office supplies	41.61
Staples Business Advantage	6043246306	09/26/2025	FIN - office supplies	185.22
Staples Business Advantage	6043246309	09/26/2025	FIN - Office Supplies	224.60
Department 25 - Finance Total:				652.70

Department: 26 - Human Resources

Verizon	6121777758HR	09/04/2025	ACCOUNT 423469999-00001 ...	120.64
DCH Occupational Medicine	00025625 -00	09/10/2025	New Hire/Post Accident/Rand...	438.00
Cobbs Allen & Hall Inc.	82295	09/11/2025	Monthly Fee September 2025	1,250.00
Award Company of America L...	64453	09/11/2025	Retiree Plaque	126.50
Phelps Jenkins Gibson & Fowl...	251	09/26/2025	Monthly Retainer Fee August ...	1,600.00
Department 26 - Human Resources Total:				3,535.14

Department: 28 - Planning & Inspections

Montgomery & Hinkle Inc	8525	09/29/2025	R.O.W. Exhibit - 12th Street a...	1,500.00
Verizon	6121777758PZBI	09/04/2025	ACCT 423469999-00001 PZBI	445.78
Verizon	INV0034620	09/04/2025	Two iPads	3,199.98
Logo Station	25728	09/15/2025	Team Wear Monogram	48.00
Logo Station	25738	09/23/2025	Digitize Logo	35.00
University of North Alabama	1040719	09/15/2025	Meredith - CAPZO Training	656.00
Amazon Capital Services	1NXP-JYWM-7CFF	09/11/2025	PZBI Amazon	208.75
Amazon Capital Services	14KY-J1JF-3M6V	09/22/2025	CREDIT INV 1NXP-JYWM-7CFF	-41.97
Amazon Capital Services	1LYT-NMVT-FDQX	09/22/2025	Council Team Wear	1,047.20
Department 28 - Planning & Inspections Total:				7,098.74

Department: 32 - Engineering

Ralph & April Lane	INV0034955	09/11/2025	Claim 25-50	150.00
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Expense Approval Report

Payment Dates: 9/17/2025 - 9/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Central Alabama Asphalt & Co...	2024 Resurfacing Inv 3	09/11/2025	2024/2025 Resurfacing	370,906.03
Central Alabama Asphalt & Co...	2024 Resurfacing Inv 3	09/11/2025	2024/2025 Resurfacing	500,000.00
Verizon	6121777758ENG	09/04/2025	ACCT 423469999-00001 ENG	563.80
Liddy's Office Products Inc.	K30981	09/10/2025	Morgan's Bridge Desk Piece	250.00
Lowe's Home Centers Inc.	94712	09/15/2025	Adhesive to repair tiles at Lev...	35.05
Amazon Capital Services	1691-MQRP-9K3F	09/16/2025	Tera's Dehumidifier	119.98
K & K SYSTEMS INC	28528	09/16/2025	AARP Grant - Rice Mine Cross...	9,724.96
TTL Inc.	2155936	09/22/2025	Bridge Avenue Design	13,200.00
Amazon Capital Services	1LQM-N9FQ-F7GY	09/22/2025	Christie's Web Cam Replacem...	29.66
One Source Office Products LLC	OE-QT-7670-1	09/22/2025	Replacement Trash Liner Order	97.34
Lowe's Home Centers Inc.	96122	09/24/2025	Levee Trail Fitness Court Repai...	79.68
University of Alabama	0050289-001	09/25/2025	Open/Close Sign for RRP Park ...	103.95
Alabama Power Company	INV0035048	09/15/2025	SB23192-17002 Engineering	484.35
Alabama Power Company	INV0035048	09/15/2025	SB23192-17002 Engineering	30,839.45
Alabama Power Company	INV0035308	09/22/2025	3409 66th Ave	73.24
FastSigns of Tuscaloosa	2032-31668	09/29/2025	Overflow Parking Signage - RRP	183.86
Department 32 - Engineering Total:				926,841.35
Department: 33 - Police				
TRUCKWORX HOLDING CO INC	1130204747.C	09/15/2025	Credit Inv 1130194055.C	-180.00
Verizon	6121777758PD	09/04/2025	ACCT 423469999-00001	200.05
Midstates Petroleum Company	INV0034640	09/08/2025	ACCT 10208 PD	15,368.40
Northport Auto Supply Co. Inc.	100978661	09/16/2025	PD #463 - as needed parts for...	4.00
Galls LLC	032421014	09/22/2025	BLANKET	140.81
Northport Auto Supply Co. Inc.	100979110	09/22/2025	PD #463 - as needed parts for...	20.16
Tuscaloosa County Commission	0693	09/22/2025	Decedent Transport	1,085.00
Northport Auto Supply Co. Inc.	100980827	09/10/2025	Preventive Maintenance - as ...	27.20
Northport Auto Supply Co. Inc.	100980864	09/22/2025	PD #420- AC hose assembly & ...	18.16
Northport Auto Supply Co. Inc.	100980977	09/24/2025	PO 25-4357	49.00
Northport Auto Supply Co. Inc.	100981038	09/22/2025	PD #420- AC hose assembly & ...	60.40
PCI Technologies	66941b	09/11/2025	PD- annual fire alarm inspecti...	400.00
Sencommunications Inc.	IN1103281	09/26/2025	Poly Single Channel Cordless P...	1,787.06
Tuscaloosa County Commission	0697	09/22/2025	Detainee Medical Epanse	118.33
Northport Auto Supply Co. Inc.	100978866	09/15/2025	PD #0590 - thermostat, fuel &...	65.42
Northport Auto Supply Co. Inc.	100980544	09/22/2025	PD #463 - as needed parts for...	13.29
Amazon Capital Services	11W6-T9WP-CG1X	09/22/2025	Conference Room Chairs	500.00
Amazon Capital Services	11W6-T9WP-CG1X	09/22/2025	Conference Room Chairs	500.00
Amazon Capital Services	11W6-T9WP-CG1X	09/22/2025	Conference Room Chairs	387.90
Amazon Capital Services	1474-PMLJ-HCX1	09/22/2025	Conference Room and Front ...	349.97
PB Electronics	148218	09/26/2025	Lidar repairs	467.00
Burnum-Hahn Exterminators I...	INV0035036	09/15/2025	Monthly Pest Control - PD	179.00
Northport Electrical Supply Inc.	V1069341	09/15/2025	capacitor for AC repair at PD ...	5.50
Triple Point Industries	75133	09/15/2025	PD Compound - water treatm...	105.69
Grainger Inc.	9641840476	09/22/2025	PD- tarp & rope for light trees	328.57
Northport Auto Supply Co. Inc.	100982636	09/25/2025	PD #463 - as needed parts for...	176.30
Glass Doctor	2-131016	09/22/2025	PD #426- replace rear glass	429.95
Wittichen Supply Co. Inc.	S105383262.001	09/17/2025	PD- replacement air filters (qu...	407.64
VC3 INC.	VC3-220099	09/24/2025	Desktop Backup Software	150.00
Northport Auto Supply Co. Inc.	100977679	09/22/2025	PD #452 - driver door switch r...	195.00
Wittichen Supply Co. Inc.	S105471649.001	09/22/2025	Credit PO 25-3912	-407.64
Wittichen Supply Co. Inc.	S105471670.001	09/22/2025	PO 25-3912	317.40
Gulf States Distributors Inc.	1495705-IN	09/22/2025	COUNCIL APPROVED - 6.16.25 ..	7,992.95
One Source Office Products LLC	IN-34225	09/22/2025	Promotional Items	504.50
Wittichen Supply Co. Inc.	S105477114.001	09/22/2025	PD Light Tree- capacitor	11.20
Northport Auto Supply Co. Inc.	100984364	09/24/2025	PO 25-4357	-49.00
Amazon Capital Services	1VV4-XQ7L-7RH1	09/26/2025	Fall Festival Supplies	801.98
Northport Auto Supply Co. Inc.	100982249	09/24/2025	PD #461- multi-function switch	59.61
Business Supply & Printing	6727	09/26/2025	Business Cards	42.00
One Source Office Products LLC	IN-34360	09/24/2025	Promotional Items	275.00
Staples Business Advantage	6043246297	09/26/2025	Tabloid Paper	178.59
Staples Business Advantage	6043246304	09/26/2025	Office Supplies	208.33

Expense Approval Report

Payment Dates: 9/17/2025 - 9/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Staples Business Advantage	6043246305	09/26/2025	envelopes for dispatch	65.68
Alabama Power Company	INV0035052	09/15/2025	SB23192-17002 Police	1,083.36
Alabama Power Company	INV0035052	09/15/2025	SB23192-17002 Police	8,972.24
Alabama Power Company	INV0035052	09/15/2025	SB23192-17002 Police	1,664.29
Sirchie Fingerprint Labs	0710983-IN	09/29/2025	scale variety pack	13.21
Sirchie Fingerprint Labs	0710983-IN	09/29/2025	evidence envelopes	78.55
Sirchie Fingerprint Labs	0710983-IN	09/29/2025	photo scales with numbers	181.50
Sirchie Fingerprint Labs	0710983-IN	09/29/2025	swab box	63.61
Sirchie Fingerprint Labs	0710983-IN	09/29/2025	folding photo scale	124.75
Sirchie Fingerprint Labs	0710983-IN	09/29/2025	blood ID test kit	257.52
Glass Doctor	2-131231	09/29/2025	PD #4901- windshield	585.20
Amazon Capital Services	14JG-GYM6-34M9	09/29/2025	Fall Festival Supplies	111.98
Northport Auto Supply Co. Inc.	100985904	09/29/2025	FUEL INJECTOR HARNESS	50.32
Northport Auto Supply Co. Inc.	100985905	09/29/2025	FUEL INJECTOR HARNESS M	-50.32
Department 33 - Police Total:				46,496.61

Department: 35 - Fire

NAFECO	1358297	07/14/2025	Uniforms - K. Hamner	166.55
NAFECO	1358589	07/14/2025	Short sleeve dress shirt	37.00
NAFECO	1358589	07/14/2025	Horace dress pants	56.55
NAFECO	1358589	07/14/2025	Silver Nameplate	13.00
NAFECO	1358589	07/14/2025	Tactical duty boots	97.00
Northport Auto Supply Co. Inc.	100975721	09/22/2025	Spark Plug - St. 2 Push Mower	2.83
Midstates Petroleum Company	INV0034641	09/08/2025	ACCT 10209 FIRE	3,350.97
Campus Collection Inc.	77038	09/12/2025	T-shirts	1,677.00
PCI Technologies	66941	09/11/2025	FD Stations 2, 3, 4- annual fire...	300.00
PCI Technologies	66941	09/11/2025	FD Stations 2, 3, 4- annual fire...	250.00
PCI Technologies	66941	09/11/2025	FD Stations 2, 3, 4- annual fire...	250.00
Teleflex Medical Inc	9510514241	09/11/2025	Medical supplies restock	1,100.00
Alabama Fire College Booksto...	104395	09/12/2025	Books for Paramedic P1 - Bigh...	657.00
Parts Town LLC	2106891010	09/12/2025	FD Station #1 - fan cycling swit...	121.10
Henry Schein Inc.	46725005	09/22/2025	Medical Supplies Restock	8.60
Henry Schein Inc.	46725006	09/22/2025	Medical Supplies Restock	155.85
Lowe's Home Centers Inc.	93565	09/15/2025	FD Station #4 - part to re-route..	3.42
Alabama Fire College	10112	09/12/2025	Fire Investigator - D. Harper	300.00
Tuskaloosa Lawn Equipment L...	292875	09/12/2025	Backpack Blower - St. 2	499.00
Burnum-Hahn Exterminators I...	INV0035037	09/15/2025	Monthly Pest Control - FD	286.00
Amazon Capital Services	11CW-KDX9-6HDY	09/22/2025	Gym Shorts	482.95
Snider Tire Inc.	1716277	09/16/2025	FD T22- tires & labor	2,744.22
Tuscaloosa Tire & Service Cen...	S141250	09/23/2025	FD Rescue #4- alignment	79.95
Wheats Carpet & Flooring Inc.	WH014861	09/22/2025	**AGENDA** Carpet Replace...	4,862.20
Sunbelt Fire Inc.	00030737	09/22/2025	FD Engine #4- replace BIV (int...	2,300.00
Wheats Carpet & Flooring Inc.	WH014860	09/22/2025	**AGENDA** Carpet Replace...	3,104.10
Alabama Fire College	10181	09/22/2025	Paramedic P1 - John Bigham	1,600.00
ATS Hydraulics Inc	12498	09/25/2025	FD Engine #3- steering cylinder..	443.50
Ricks Service Co LLC	250915-CNP-FS3	09/24/2025	FD Station #3-generator repair	1,537.99
Ricks Service Co LLC	250915-CNP-FS3b	09/25/2025	FD Station #3-generator repair	375.00
Sunbelt Fire Inc.	00030924	09/23/2025	3" Discharge for E4	418.00
Amazon Capital Services	1GYN-HFMX-49QX	09/23/2025	Label Maker	43.79
KDL Sales Inc.	5345	09/24/2025	Black pullovers - Stout and Br...	190.00
TSC Service & Supply Inc.	5699	09/23/2025	Truck Soap	61.40
Grainger Inc.	9651614720	09/25/2025	FD Station #1 Maintenance- w...	176.97
One Source Office Products LLC	OE-QT-7679-1	09/22/2025	Station 1	150.06
One Source Office Products LLC	OE-QT-7679-1	09/22/2025	Station 2	303.52
One Source Office Products LLC	OE-QT-7679-1	09/22/2025	Station 3	125.77
One Source Office Products LLC	OE-QT-7679-1	09/22/2025	Station 4	193.28
Amazon Capital Services	1M4W-3HW6-4G91	09/24/2025	Fire Hats for Kids	175.96
Power and Rubber Supply	3500064	09/25/2025	FD Station #4- belts to repair ...	31.47
Howard Technology Solutions	5578212025	09/24/2025	Mounts for Rescue 1	158.00
McFarland Ace Hardware	6065/2	09/24/2025	Bar and Chain Oil - St. 4	19.99
Paint Spot	N0315961	09/24/2025	FD Station #4 Maintenance- e...	65.88

Expense Approval Report

Payment Dates: 9/17/2025 - 9/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Wittichen Supply Co. Inc.	S105471900.001	09/25/2025	FD Station #3- HVAC filters	64.68
Alabama Power Company	INV0035050	09/15/2025	SB23192-17002 Fire	5,838.68
Department 35 - Fire Total:				34,879.23
Department: 37 - Public Works				
Don Allison Equipment Inc	126029	03/18/2025	BW BW 2484 Laminated Tire &..	403.52
Don Allison Equipment Inc	126320	03/18/2025	Credit	-456.09
ScentAir Holdings Inc	IUS000235041	09/17/2025	COUNCIL APPROVED (12/16/2...	425.00
Loader Services & Equipment ...	03-166786	09/25/2025	PW #5062- seal & crush wash...	20.40
Alabama Freightliner LLC	RA202004720-01	09/23/2025	Council (8-18-25); PW #2855 -...	6,192.20
Ervin's Workwear & Boots	220000143790	09/24/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Ervin's Workwear & Boots	220000143798	09/24/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Ervin's Workwear & Boots	220000143827	09/24/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Ervin's Workwear & Boots	220000143875	09/24/2025	PO 25-1218	-143.96
Walmart	cd2c164a2	09/26/2025	PO 25-3951	36.44
ScentAir Holdings Inc	IUS000312868	09/22/2025	COUNCIL APPROVED (12/16/2...	459.00
Uline Inc.	196736702	09/15/2025	Facilities Maintenance Supplie...	362.22
Diamond Mowers LLC	290962	09/22/2025	PW #5062- bolt locking kit	104.53
Stivers Ford	57222	09/16/2025	PW #1829- AC parts	125.12
T-Mobile US Inc.	INV0034629	09/04/2025	ACCT 976900299 PW	1,208.78
Verizon	6121777758PW	09/04/2025	ACCT 423469999-0001 PW	949.65
TRUCKWORX HOLDING CO INC	1140113365	09/22/2025	PW #9487- air conditioning di...	476.80
Northport Auto Supply Co. Inc.	100978130	09/16/2025	Hydraulic repair parts - as nee...	240.30
Grainger Inc.	9625130787	09/16/2025	Maintenance- relocate shop t...	177.38
DCH Occupational Medicine	00025625 -00	09/10/2025	New Hire/Post Accident/Rand...	1,989.00
Waste Connections of Alabam...	2005f085	09/08/2025	ACCT 6085-1018	1,815.00
Encore Rehabilitation Inc.	8/2025-3003-CITY	09/12/2025	New Hire Physicals	2,700.00
Midstates Petroleum Company	INV0034642	09/08/2025	ACCT 10210 PUBLIC WORKS	18,251.17
Alabama Dept of Transportati...	SWA011228	09/22/2025	Traffic detection camera work ..	1,640.40
Amazon Capital Services	1NJT-GVPJ-DH7X	09/04/2025	Maintenance- privacy screens ...	1,686.62
Alabama Power Company	INV0034866	09/10/2025	1880 McFarland Blvd Traff/C...	134.05
Alabama Power Company	INV0034867	09/10/2025	1622 McFarland Blvd Traff/C...	141.54
Southland International Trucks..	03C1358970	09/15/2025	PW #7261- EPB sensor & ther...	186.05
Southland International Trucks..	03C1358999	09/24/2025	PW #6714 - EGR valve	1,111.44
Lowe's Home Centers Inc.	232	09/16/2025	PW #4189 - hydraulic breather..	40.62
Tuskaloosa Lawn Equipment L...	292552	09/23/2025	PW #756 (chainsaw) - carbure...	50.31
Lowe's Home Centers Inc.	88091	09/24/2025	Auxiliary Supplies- materials f...	3,141.01
Tuscaloosa Tire & Service Cen...	N295235	09/25/2025	PW #2250- replace valve stem	20.00
Loader Services & Equipment ...	03-169137	09/29/2025	PW #5062- seal & crush wash...	20.52
Ferguson Enterprises LLC	1607767	09/15/2025	Construction Supplies- hay ma...	219.00
Amazon Capital Services	16K7-XYX-17QD	09/15/2025	mat material for downtown h...	134.85
Glass Doctor	2-130882	09/22/2025	PW #5418 - replacement wind...	394.95
Tuskaloosa Lawn Equipment L...	292716	09/17/2025	PW #800E- hydro pump	880.19
Tuskaloosa Lawn Equipment L...	292717	09/16/2025	PW #885 (weed eater) - clutch...	50.57
Tuskaloosa Lawn Equipment L...	292723	09/16/2025	PW #800f - spindle	224.99
Northport Auto Supply Co. Inc.	100980782	09/16/2025	PW- parts for light duty vehicl...	352.33
TRUCKWORX HOLDING CO INC	1130206372	09/25/2025	PW #9487- parts for AC repair	394.49
TRUCKWORX HOLDING CO INC	1130206446	09/25/2025	PW #9487- parts for AC repair	56.80
Amazon Capital Services	13CW-G4PY-DDTX	09/12/2025	orange & black nitrile gloves (...)	34.74
Amazon Capital Services	13CW-G4PY-DDTX	09/12/2025	orange & black nitrile gloves (...)	39.41
Amazon Capital Services	13CW-G4PY-DDTX	09/12/2025	orange & black nitrile gloves (...)	39.40
Amazon Capital Services	13CW-G4PY-DDTX	09/12/2025	orange & black nitrile gloves (...)	39.40
Amazon Capital Services	1JY7-6Y76-CKPG	09/12/2025	PW Uniforms - hi-viz shirts, ho...	395.05
Lowe's Home Centers Inc.	93562	09/15/2025	screws for PW Maintenance i...	13.26
Lowe's Home Centers Inc.	93571	09/15/2025	rolling tool box for Maintenanc...	94.98
Lowe's Home Centers Inc.	93585	09/15/2025	CM VERSASTACK SYSTEM TO...	-94.98
Lowe's Home Centers Inc.	94706	09/15/2025	Beautification Supplies- irrigat...	265.06
Lowe's Home Centers Inc.	94797	09/15/2025	Beautification Supplies- irrigat...	47.48
Northport Auto Supply Co. Inc.	100980206	09/16/2025	PW #184 (backhoe) - cooling s...	7.54
TRUCKWORX HOLDING CO INC	1130206620.C	09/25/2025	Credit PO 25-4437	1,500.00
Don Allison Equipment Inc	128058	09/22/2025	PW #120 (bush hog) - ratcheti...	137.70

Expense Approval Report

Payment Dates: 9/17/2025 - 9/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Burnum-Hahn Exterminators I...	INV0035035	09/15/2025	Monthly Pest Control - PW	79.00
ScentAir Holdings Inc	IUS000338469	09/22/2025	COUNCIL APPROVED (12/16/2...	459.00
TRUCKWORX HOLDING CO INC	1130206470	09/25/2025	PW #9487- parts for AC repair	230.78
Uline Inc.	197912268	09/22/2025	Shop Supplies- out of service t...	221.23
Amazon Capital Services	1YLM-HLLM-197Q	09/15/2025	outdoor boot scrubbers for P...	90.14
Ervin's Workwear & Boots	220000149480	09/15/2025	COUNCIL APPROVED (1/6/25) -..	-71.98
Tractor Supply	398716	09/15/2025	PW Construction - propane for..	62.51
Northport Auto Supply Co. Inc.	100982700	09/22/2025	Hydraulic repair parts - as nee...	12.77
Northport Auto Supply Co. Inc.	100982706	09/22/2025	Hydraulic repair parts - as nee...	117.35
Tuscaloosa Farmers Cooperati...	1605248	09/16/2025	Beautification Supplies- herbic...	598.00
Reynolds Warren Equip Comp ...	19586A	09/16/2025	Construction Supplies- cold pa...	1,132.20
Ervin's Workwear & Boots	220000149572	09/17/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Ervin's Workwear & Boots	220000149597	09/16/2025	COUNCIL APPROVED (1/6/25) -..	159.99
Cintas	4243472874	09/16/2025	Payer # 14385499	26.83
Grainger Inc.	9642443726	09/22/2025	PW Pressure Washer- unloader	121.56
Reynolds Warren Equip Comp ...	19623A	09/22/2025	Construction Supplies- cold pa...	1,014.86
Tuskaloosa Lawn Equipment L...	293240	09/22/2025	PW Weed-eater #885- fan hou...	79.32
Southland International Trucks..	03C1359211	09/22/2025	PW #7260- seat cushion	328.43
TRUCKWORX HOLDING CO INC	1130207109	09/24/2025	PW #1053- drive axle fluid and...	354.53
Ferguson Enterprises LLC	1610467	09/29/2025	Construction Supplies- manho...	743.65
Reynolds Warren Equip Comp ...	19632A	09/22/2025	PO 25-3933	-1,132.20
Grainger Inc.	9646054313	09/24/2025	Shop Pressure Washer- hoses, ..	163.12
Northport Auto Supply Co. Inc.	100983449	09/25/2025	PW #9487- ECM relay	46.08
Amazon Capital Services	11C9-6VTC-FHQT	09/22/2025	protective covers for vehicles ...	172.46
Spire	INV0035766	09/29/2025	1781 Harper Rd 7173423333	18.77
Ingram Equipment Company L...	P12746	09/25/2025	PW #9487- repair boom locki...	475.22
Loader Services & Equipment ...	03-169763	09/29/2025	PW #5062- seal & crush wash...	367.23
Southland International Trucks..	03C1359326	09/24/2025	PW #6714- blower motor	116.78
Northport Auto Supply Co. Inc.	100984082	09/25/2025	PW #1053- silicone for differe...	15.12
Northport Auto Supply Co. Inc.	100984150	09/24/2025	UT #5413 - accessory belt repl...	23.91
Northport Auto Supply Co. Inc.	100984277	09/25/2025	PW #6115- hydraulic hose & fi...	54.89
Amazon Capital Services	11V4-QWQN-4PY1	09/22/2025	Maintenance Supplies- Crafts...	109.00
Suburban Farms of Northport ...	1652	09/24/2025	Beautification Supplies- pottin...	500.00
Ervin's Workwear & Boots	220000150339	09/23/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Ervin's Workwear & Boots	220000150342	09/23/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Northport Auto Supply Co. Inc.	100984501	09/25/2025	PW #5062- parts to repair hyd...	87.46
Ervin's Workwear & Boots	220000150443	09/23/2025	Credit PO 25-1218	-35.99
Dogan Steel Inc.	23721	09/29/2025	PW #1798- repair step platfo...	1,040.00
Tuskaloosa Lawn Equipment L...	293653	09/23/2025	credit po 25-4352	-880.19
Tuskaloosa Lawn Equipment L...	293654	09/23/2025	PO 25-4352	880.19
Cintas	4244213520	09/23/2025	PAyer # 14385499	26.83
Sunsouth LLC	5317504	09/23/2025	PW #2244 - DEF tank fitting	68.79
Lowe's Home Centers Inc.	97116	09/24/2025	Beautification Supplies- treat...	22.59
Fred Robertson Wrecker Servi...	B58176-1	09/29/2025	Local towing for PW vehicles a...	153.00
Southland International Trucks..	03C1359384	09/24/2025	PW #6714- AC resistor	281.70
Southland International Trucks..	03C1359396	09/24/2025	PO 25-4258	-118.75
Northport Auto Supply Co. Inc.	100973237	09/24/2025	PW #7219- hardware for grab...	62.99
TRUCKWORX HOLDING CO INC	1130207457.C	09/25/2025	Credit PO 25-4437	-1,500.00
84 Lumber Company	2607-905164	09/24/2025	Auxiliary Supplies- material for..	3,268.70
Video Industrial Services Inc.	50629	09/24/2025	COUNCIL APPROVED - Drain P...	87,640.00
Video Industrial Services Inc.	50630	09/24/2025	COUNCIL APPROVED - Drain P...	54,270.00
Video Industrial Services Inc.	50631	09/24/2025	COUNCIL APPROVED - Drain P...	24,310.00
Video Industrial Services Inc.	50632	09/24/2025	COUNCIL APPROVED - Drain P...	78,510.00
Video Industrial Services Inc.	50633	09/24/2025	COUNCIL APPROVED - Drain P...	780.00
McFarland Ace Hardware	6064/2	09/24/2025	PW Construction - propane for..	25.13
Lowe's Home Centers Inc.	70158	09/25/2025	Beautification Supplies- lumbe...	215.32
Alfa Claims	INV0035531	09/24/2025	Claim A0001065932 Jerry Tyler..	2,034.55
TRUCKWORX HOLDING CO INC	1130207613	09/25/2025	PW #2370 - wheels, studs & lu...	143.68
Glass Doctor	2-131232	09/25/2025	PW #7322- replace rear wind...	459.95
Jarrold Milligan	24-1298	09/25/2025	COUNCIL APPROVED (3/6/23) -..	1,649.00

Expense Approval Report

Payment Dates: 9/17/2025 - 9/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Staples Business Advantage	6043246300	09/26/2025	PW Office Supplies- toner (41...	555.44
G & C Supply Co. Inc.	7002561	09/25/2025	Street Signs & Traffic Signs (st...	2,528.72
Alabama Power Company	INV0035051	09/15/2025	SB23192-17002 Public Works	6,297.14
Alabama Power Company	INV0035051	09/15/2025	SB23192-17002 Public Works	108.59
Alabama Power Company	INV0035051	09/15/2025	SB23192-17002 Public Works	3,098.03
TRUCKWORX HOLDING CO INC	1130207614	09/29/2025	PW #2370 - wheels, studs & lu...	175.34
Amazon Capital Services	1494-Y11F-FFL1	09/26/2025	Maintenance- privacy screens ...	359.39
Northport Auto Supply Co. Inc.	100985563	09/29/2025	PW McNeilus Trucks - led mar...	53.30
TRUCKWORX HOLDING CO INC	1130207037	09/29/2025	Brake parts - as needed for Ga...	472.87
TRUCKWORX HOLDING CO INC	1130207710	09/29/2025	PW #2370 - wheels, studs & lu...	61.36
Ferguson Enterprises LLC	CM089464	09/29/2025	PO 25-4367	-56.91
Coker Water Authority	INV0035764	09/29/2025	Acct 101617	203.72
Department 37 - Public Works Total:				323,542.48

Department: 39 - Utilities

Consolidated Pipe & Supply C...	AL0943920	09/24/2025	6" DI Mega Lug	167.40
Warrior Waste Services LLC	I10233	09/05/2025	AGENDA (7/7/25) - Sludge Hau...	200.00
Southern Tire Mart LLC	2090094731	09/16/2025	WTP Durango #9738 Tires	642.20
Line X of Tuscaloosa	1358	09/15/2025	Water Truck #8482 Bed Liner	850.00
Unifirst Corporation	1630484557	09/08/2025	Blanket - Utilities Dept. Unifo...	34.07
Cassady Company Inc The	Proj 23-101 Inv 4	09/15/2025	Council Approved - Eng Service..	10,495.85
Unifirst Corporation	1630489631	09/15/2025	Blanket - Utilities Dept. Unifo...	197.73
Northport Electrical Supply Inc.	V1067007	09/04/2025	Replacement Starter for Back...	550.00
Fred Robertson Wrecker Servi...	B57155-1	09/15/2025	WTP Truck #0582 Tow Fee	141.00
The Ground Floor	53145	09/08/2025	Blanket - Sod	30.00
Unifirst Corporation	1630489918	09/15/2025	Blanket - Utilities Dept. Unifo...	672.22
T-Mobile US Inc.	INV0034628	09/04/2025	ACCT 976900299 UTIL.	538.04
Ferguson Enterprises LLC	1605677	09/15/2025	3/4" x 1/2" Brass Bushings	20.90
Ferguson Enterprises LLC	1605677	09/15/2025	3" x 7" PVC Repair Clamps	140.76
Ferguson Enterprises LLC	1606249	09/15/2025	Quikrete Concrete	54.90
Verizon	6121777758UT	09/04/2025	ACCT 423469999-00001 UT	1,134.95
Southern Pipe & Supply	10195704-00	08/25/2025	1" x 3/4" Brass Bushing	9.30
TRUCKWORX HOLDING CO INC	1130205259	09/15/2025	Credit Inv 1130200796	-203.06
Xerox Corporation	IN3579553WS	09/08/2025	Per copy Charge 7/29-8/28/25	10.01
Xerox Corporation	IN3579553WS	09/08/2025	Per copy Charge 7/29-8/28/25	110.45
Xerox Corporation	IN3579553WS	09/08/2025	Per copy Charge 7/29-8/28/25	2.47
Northwest Supply Co. Inc.	1005675	09/08/2025	Old Chlorine Rotometer Remo...	227.55
Tuscaloosa Ford LLC	2659	09/26/2025	WTP Truck #0582 Key Blanks	79.92
Power and Rubber Supply	3497152	09/10/2025	Replacement Fire Hose Nozzle...	164.85
Cintas	4241577966	09/15/2025	PAyer # 14385521	25.88
A-1 Alabama Key & Locksmith ...	504576	09/08/2025	WTP Truck #0582 Cut Keys	5.00
Cassady Company Inc The	Proj 20-140 Inv 32	09/15/2025	Prof. Eng. Services - University...	1,340.00
Cassady Company Inc The	Proj 23-101 Inv 5	09/15/2025	Council Approved - Eng Service..	15,324.77
Alabama 811	0825024	09/22/2025	Monthly Locate Fee	800.37
Living Water Utilities LLC	18983	09/17/2025	Council Approved - Lab Testing..	1,294.12
High Cotton	8644	09/08/2025	MONTHLY BILLING	10,228.58
Midstates Petroleum Company	INV0034636	09/08/2025	Acct 10207 WW	6,119.03
Airgas USA LLC	5519204954	09/15/2025	Lease Renewal for Tanks at ...	335.38
Central Alabama Asphalt & Co...	115020	09/15/2025	Asphalt Patch at 4211 Smith St	4,750.00
Black Warrior Solid Waste	20250902-0250-10051	09/04/2025	Acct 35	5,203.20
Pace Analytical LLC	2520472021	09/16/2025	WWTP Sample Testing	357.20
Verizon	626000075789	09/23/2025	UT - GPS	518.60
Carus LLC	SLS /10123019	09/09/2025	Council Approved - Phosphate...	13,832.00
Northport Auto Supply Co. Inc.	100979019	09/15/2025	Water Truck #7158 Hose Ass...	73.00
Southern Pipe & Supply	10253965-00	09/05/2025	6" MJ Sleeve	514.12
Stivers Ford	57831	09/26/2025	Meter Truck #5413 Cam Phase...	696.00
Alabama Dept of Environment...	INV0034625	09/04/2025	Water Grade II Exam Fee	325.00
Cintas	4242422318	09/15/2025	Payer # 14385521	25.88
Sequel Electrical Supply	931061460	09/08/2025	WTP Mens Restroom Lights	21.88
Warrior Waste Services LLC	I14238	09/15/2025	AGENDA (7/7/25) - Sludge Hau...	200.00
Pace Analytical LLC	2535687008	09/08/2025	AGENDA (10/7/24) Blanket - L...	339.80

Expense Approval Report

Payment Dates: 9/17/2025 - 9/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Warrior Waste Services LLC	I14254	09/15/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Warrior Waste Services LLC	I14285	09/15/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Empire Pipe and Supply Comp...	2213552	09/15/2025	Council Approved - 5/8" Water..	10,584.00
Xerox Corporation	40905062b	09/15/2025	Contract Charge 8/29-9/28/25	133.91
Xerox Corporation	40905062b	09/15/2025	Contract Charge 8/29-9/28/25	221.74
Xerox Corporation	40905062b	09/15/2025	Contract Charge 8/29-9/28/25	133.91
Cintas	4242741783	09/15/2025	Payer # 14385564	27.89
Stivers Ford	W570a	09/10/2025	Difference for PO # 25-2111	90.00
Stivers Ford	W570b	09/10/2025	UT - 2025 Ford F150	39,065.00
Ferguson Enterprises LLC	1573561	09/15/2025	AGENDA (2/3/25) - Replacem...	15,264.70
Ferguson Enterprises LLC	1608117	09/15/2025	8" MJ Sleeve	803.56
Ferguson Enterprises LLC	1608118	09/15/2025	21" x 33" Concrete Lids	249.90
Ferguson Enterprises LLC	1608119	09/15/2025	Blue Marking Paint	324.00
Ferguson Enterprises LLC	1608139	09/15/2025	14 1/2" x 20" Meter Box Lids	399.84
Amazon Capital Services	1RKF-M67M-Y4MG	09/11/2025	Screen Protectors (Meter Rea...	6.96
Amazon Capital Services	1RKF-M67M-Y4MG	09/11/2025	Screen Protectors (Samsung A...	13.78
Amazon Capital Services	1RKF-M67M-Y4MG	09/11/2025	Samsung A16 Cases	69.05
Wagner's Team Sports	3222700	09/15/2025	Hoodie	41.00
Lowe's Home Centers Inc.	92221	09/15/2025	Blanket - Misc. Supplies for W...	97.75
Warrior Waste Services LLC	I14315	09/15/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Ander's Hardware Co. Inc.	N1287186	09/15/2025	Blanket - Misc. Materials and ...	115.59
Northport Auto Supply Co. Inc.	100980665	09/16/2025	Dump Truck #6328 Fuel Filter	90.16
Mission Communications LLC	2012543	09/16/2025	Transducer for Hidden Mead...	252.60
A T & T	3784306017UT	09/22/2025	831-001-2475 849	1,931.94
Cintas	4243059712	09/15/2025	Payer # 14385521	25.88
Warrior Waste Services LLC	I14334	09/15/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Living Water Utilities LLC	19012	09/15/2025	AGENDA (3/17/25) - Testing at...	1,535.44
Warrior Waste Services LLC	I14351	09/15/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Warrior Waste Services LLC	I14360	09/15/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Burnum-Hahn Exterminators I...	INV0035034	09/15/2025	Monthly Pest Control - Utilities	177.00
Southern Pipe & Supply	10268305-00	09/16/2025	6" Mega Lugs	224.00
Southern Pipe & Supply	10268305-00	09/16/2025	6" MJ Sleeves	257.06
Verizon	6123610472	09/23/2025	Acct 642325112-00001	1,173.35
Warrior Waste Services LLC	I14367	09/15/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Cintas	4243472946	09/16/2025	Payer # 14385564	27.89
Southern Ionics Incorporated	736612	09/22/2025	Council Approved - Aluminum...	4,654.43
Lowe's Home Centers Inc.	77496	09/16/2025	Blanket - Misc. Supplies for ...	45.09
Warrior Waste Services LLC	I14383	09/16/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Allied Universal Corporation	I3045595	09/16/2025	Council Approved - Liquid Sod...	7,604.80
Electric Machine Control Inc.	INV-0596	09/16/2025	SCADA Setup & Configuration ...	600.00
Tuscaloosa Tire & Service Cen...	N295341	09/22/2025	Utility Trailer #415A Tires	159.80
Northport Auto Supply Co. Inc.	100980436	09/22/2025	Crane Truck #3950 Brakes	92.07
Warrior Waste Services LLC	I14418	09/17/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Spire	INV0035323	09/22/2025	Northwood Garden Dr 87295...	20.36
Southland International Trucks..	03C1359263	09/22/2025	Water Dump Truck #6328 Rep...	1,439.79
Ricks Service Co LLC	250910-WTP-IG-KC	09/22/2025	WTP Generator Repairs	2,350.00
Ricks Service Co LLC	250910-WTP-IG-KC	09/22/2025	Intake Generator Repairs	1,200.00
Stivers Ford	58470	09/25/2025	Meter Truck #5413 Bolt	18.08
Business Supply & Printing	6719	09/22/2025	Water Service Outage Door H...	419.00
Warrior Waste Services LLC	I14443	09/22/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
USA BlueBook	INV00832036	09/22/2025	Hydrant Data Logger	2,046.19
Northport Auto Supply Co. Inc.	100972845	09/24/2025	Water Truck #7158 Strobe Lig...	402.80
Southern Pipe & Supply	10301147-00a	09/23/2025	Concrete Saw Blades	108.76
Southern Pipe & Supply	10301147-00b	09/23/2025	Concrete Saw Blades	265.24
Amazon Capital Services	16JD-FGRN-D19J	09/22/2025	Gatorade	91.00
Pace Analytical LLC	2535688967	09/22/2025	AGENDA (10/7/24) Blanket - L...	1,369.00
Warrior Waste Services LLC	I14460	09/22/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
One Source Office Products LLC	IN-34224	09/22/2025	Ink Notary Stamp	38.50
USA BlueBook	INV00833673	09/22/2025	Hydrant Data Logger	676.95
Ander's Hardware Co. Inc.	N1288172	09/22/2025	Blanket - Misc. Supplies for W...	19.76

Expense Approval Report

Payment Dates: 9/17/2025 - 9/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Warrior Waste Services LLC	I14469	09/22/2025	AGENDA (7/7/25) - Sludge Hau..	300.00
Vicky H Rickman	25-000327	09/24/2025	CCR Report	575.00
Southern Pipe & Supply	10301187-00	09/23/2025	Meter Boxes w/ Lids	983.76
Straitline Fence LLC	7510	09/22/2025	Repair Fence at Charlie Shirley...	1,920.00
Consolidated Pipe & Supply C...	AL0944942	09/23/2025	3/4" CTS x 3/4" MIP Meter Co...	421.50
Warrior Waste Services LLC	I14481	09/23/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Patrick Davis	INV0035311	09/22/2025	Fuel Reimbursement	20.00
Patrick Davis	INV0035311	09/22/2025	Meal Reimbursement	9.41
Ellison's Tree Service	1360	09/26/2025	Tree Removal at Charlie Shirle...	3,850.00
Ferguson Enterprises LLC	1610933	09/25/2025	2" Coupling	101.60
Ferguson Enterprises LLC	1611035	09/25/2025	Red Brass Pipe	513.10
Amazon Capital Services	1VDK-1X4J-4JYQ	09/23/2025	Business Card File for WWTP	15.04
Cintas	4244213545	09/23/2025	Payer # 14385564	27.89
Misc Metals & Fabrication LLC	6753	09/23/2025	AGENDA (2/3/25) - 24" Valve I...	6,850.00
Lowe's Home Centers Inc.	97527	09/23/2025	WWTP Door Sweep & Weathe...	54.78
Warrior Waste Services LLC	I14512	09/23/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Northport Gazette The	INV0035416	09/23/2025	Yearly Subscription	35.00
Stivers Ford	58726	09/26/2025	Water Truck #2355 Fuse Block	351.63
Lowe's Home Centers Inc.	98982	09/24/2025	Utilities Building and Inventory..	678.71
Warrior Waste Services LLC	I14536	09/24/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Electric Machine Control Inc.	INV-0634	09/24/2025	Annual SCADA License Renewa...	2,077.13
Electric Machine Control Inc.	INV-0634	09/24/2025	Annual SCADA License Renewa...	2,077.12
Paint Spot	N0315812	09/24/2025	Utilities & Inventory Building ...	274.94
Paint Spot	N0315964	09/24/2025	Paint for Blower Building Door...	46.99
Cintas	4244502656	09/26/2025	Payer # 14385521	25.88
TSC Service & Supply Inc.	5728	09/26/2025	Car Wash Soap & Degreaser	114.60
Staples Business Advantage	6043246301	09/26/2025	Magnetic Paper Clip Dispenser	2.85
Staples Business Advantage	6043246301	09/26/2025	Jumbo Paper Clips	8.00
Staples Business Advantage	6043246301	09/26/2025	Brother TN-420 Black Toner	38.93
Staples Business Advantage	6043246301	09/26/2025	HP 414A Black Toner	106.20
Warrior Waste Services LLC	I14550	09/25/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Alabama Power Company	INV0035047	09/15/2025	SB23192-17002 Utilities	108.59
Alabama Power Company	INV0035047	09/15/2025	SB23192-17002 Utilities	92,914.28
Warrior Waste Services LLC	I14568	09/26/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Electric Machine Control Inc.	INV-0649	09/26/2025	Troubleshoot RAS 1-1 & 3-2 V...	600.00
Department 39 - Utilities Total:				293,863.77
Department: 40 - Williamson Cemetery				
Alabama Power Company	INV0035051	09/15/2025	SB23192-17002 Public Works	34.16
Department 40 - Williamson Cemetery Total:				34.16
Department: 43 - Incentives				
Alabama Donuts LLC	INV0034870	09/10/2025	Economic Incentive Payment	1,290.56
North Square Properties LLC	INV0035283	09/22/2025	Economic Incentive Payment	6,245.37
Northport Corners	INV0035449	09/23/2025	Economic Incentive Payment	93,750.00
Department 43 - Incentives Total:				101,285.93
Department: 45 - 2019 Additional Sales Tax				
Civil Worx Construction LLC	Tiger Park Inv 3	09/17/2025	Tiger Park Const. - CO#1	20,861.25
Civil Worx Construction LLC	Tiger Park Inv 3b	09/17/2025	Tiger Park Construction	12,213.50
Haworth Inc	3002079491	09/12/2025	COUNCIL ITEM 9b8 - RRP Inter...	11,940.46
Kimball International Brands I...	94029717	09/17/2025	COUNCIL ITEM 9b8 - RRP Inter...	18,068.00
Haworth Inc	3002081683	09/12/2025	COUNCIL ITEM 9b8 - RRP Inter...	30,521.84
Central Alabama Asphalt & Co...	2024 Resurfacing Inv 3	09/11/2025	2024/2025 Resurfacing	40,530.40
Porter-Higginbortham Enginee...	Proj 20th St Park Inv 9	09/17/2025	13th Avenue Park - Design and..	2,202.50
Dominion Construction Co. Inc.	Downtown Sdwlk/Stscpe Impr...	09/16/2025	Streetscape Phase III Construct..	58,945.92
Navy Oaks Services LLC	1102	09/12/2025	Weed Abatement - 1723 29th...	160.00
Navy Oaks Services LLC	1103	09/12/2025	Weed Abatement - 1801 29th...	160.00
Thompson Engineering Inc	250803301	09/29/2025	Dirt Road Infra Engineering	3,004.00
TTL Inc.	2155308	09/16/2025	Preliminary Eng. - Hospital Dri...	812.50
TTL Inc.	2155621	09/16/2025	Streetscape Phase III - CE&I	16,009.00
TTL Inc.	2155622	09/16/2025	5th Street Improvements	2,129.62

Expense Approval Report

Payment Dates: 9/17/2025 - 9/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
TTL Inc.	2155688	09/22/2025	Amendment No. 3 - TTL - Spor...	45,128.00
Alabama Pipe & Supply Inc	111271	09/25/2025	Barrier Railing - 5th Street Bri...	7,458.00
Alabama Pipe & Supply Inc	111272	09/25/2025	Barrier Railing - 5th Street Bri...	7,458.00
Alabama Pipe & Supply Inc	111276	09/25/2025	Barrier Railing - 5th Street Bri...	8,083.00
Alabama Pipe & Supply Inc	111277	09/25/2025	Barrier Railing - 5th Street Bri...	8,083.00
Department 45 - 2019 Additional Sales Tax Total:				293,768.99
Department: 46 - Parks & Recreation				
Infomedia Inc	390463	09/24/2025	Monthly Maintenance for We...	195.00
Control Systems Inc	8145	09/11/2025	Annual Fire Alarm System Mon..	900.00
The Flagpole Company LLC	1309607	09/15/2025	American Flag - South Entrance	795.95
Infomedia Inc	391088	09/15/2025	Monthly Maintenance for We...	195.00
Playground Outfitters	PH81083	09/23/2025	Playground border replaceme...	835.00
SNAP Sports Tourism Consulti...	CM0000191	09/16/2025	SNAP Monthly Consulting Fee	185.81
Your Real Next Step	INV0035135	09/16/2025	Fiscal Year 2025 Community C...	3,100.00
Spire	INV0035320	09/22/2025	1991 Park St 8485182955	15.62
Alabama Power Company	INV0035335	09/22/2025	Oliver Dam Rd RVRPk 05391-3...	2,104.20
Department 46 - Parks & Recreation Total:				8,326.58
Grand Total:				2,440,982.68

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	1,274,326.20
19 - GASOLINE EXCISE TAX FUND	370,906.03
20 - Rebuild Alabama Gas Tax	500,000.00
50 - WATER & SEWER FUND	295,750.45
Grand Total:	2,440,982.68

Account Summary

Account Number	Account Name	Payment Amount
01-10044	Cash - GF Reserves	2,480.15
01-10152	Accounts Receivable-AL...	90,960.35
01-13-100-50200	Travel & Training - Mayor	2,900.00
01-13-100-50245	Development Funds - M...	1,250.00
01-13-102-50245	Development Funds - Dis...	892.42
01-13-105-50245	Development Funds - Dis...	7,000.00
01-13-110-50175	Sundry Expense	113.55
01-13-110-50259	Community Development	411.98
01-13-110-50312	Cell Phones	288.73
01-15-000-50104	Printing & Duplication	276.00
01-15-000-50105	Office Supplies	852.83
01-15-000-50175	Sundry Expense	1,192.36
01-15-000-50210	Professional Services	3,799.53
01-15-000-50226	Downtown Parking Lease	52,500.00
01-15-000-50250	Community Events	904.50
01-15-000-50289	Non-Uniform Shirts and ...	833.46
01-15-000-50312	Cell Phones	255.46
01-15-000-50350	Insurance - General Fund	2,222.00
01-15-000-50354	Election Expenses	23,439.76
01-15-000-50357	Janitorial Contracts - City...	75.86
01-15-000-50359	Fuel & Oil	849.65
01-15-000-50371	Maintenance - Facilities	645.84
01-15-000-50383	Repair - Facilities	1,566.51
01-15-000-50456	Service Contracts	174.63
01-15-000-50501	Utilities - Power	10,053.62
01-15-000-50561	Pest Control	531.50
01-15-000-50570	Northport Community C...	1,417.51
01-15-000-50573	Civitan Park	622.86
01-15-000-50590	Utilities - Other	847.60
01-15-600-80008	Tiger Park	22,723.75
01-16-000-50108	Equipment - Computers...	2,797.43
01-16-000-50112	Advertising	67.95
01-16-000-50175	Sundry Expense	55.25
01-16-000-50247	Outsourced Legal Servic...	9,060.00
01-16-000-50312	Cell Phones	201.88
01-16-000-50400	Training	700.00
01-17-000-50104	Printing & Duplication	159.00
01-17-000-50105	Office Supplies	283.05
01-17-000-50108	Equipment - Computers...	1,720.00
01-17-000-50127	Software - License & Ma...	6,696.41
01-17-000-50223	Translator Expenses	240.00
01-17-000-50373	Judicial Services - Court ...	875.00
01-20010	Bond Liabilities	3,625.00
01-21007	Security Deposits	700.00
01-22-000-50105	Office Supplies	104.86
01-22-000-50106	Office Equipment	2,757.30
01-22-000-50210	Professional Services	150.00
01-22-000-50312	Cell Phones	447.38
01-22-000-50348	Utilities - Internet	21,465.35

Account Summary

Account Number	Account Name	Payment Amount
01-22-000-50376	Service Contracts	2,240.00
01-22-600-80000	Equipment	112,067.05
01-25-000-50105	Office Supplies	451.43
01-25-000-50312	Cell Phones	201.27
01-26-000-50010	Hiring & Recruitment Ex...	1,688.00
01-26-000-50239	Presentations & Awards	126.50
01-26-000-50267	Personnel Legal Expenses	1,600.00
01-26-000-50312	Cell Phones	120.64
01-28-000-50283	Uniforms	1,296.98
01-28-000-50312	Cell Phones	445.78
01-28-000-50400	Training	5,355.98
01-32-000-50106	Office Equipment	149.64
01-32-000-50107	Office Furniture	250.00
01-32-000-50175	Sundry Expense	649.88
01-32-000-50212	Professional Services & ...	13,200.00
01-32-000-50312	Cell Phones	563.80
01-32-000-50503	Utilities - Power - Traffic ...	557.59
01-32-000-50504	Power - Street Lights	30,839.45
01-32-600-80001	Infrastructure	9,724.96
01-33-000-50104	Printing & Duplication	42.00
01-33-000-50105	Office Supplies	452.60
01-33-000-50106	Office Equipment	349.97
01-33-000-50108	Equipment - Computers...	1,083.36
01-33-000-50111	Software - License & Ma...	150.00
01-33-000-50235	Detention Equipment an...	500.00
01-33-000-50241	Detainee Medical Expen...	118.33
01-33-000-50275	Body Armor	7,992.95
01-33-000-50283	Uniforms	140.81
01-33-000-50295	Evidence Collection Supp...	719.14
01-33-000-50312	Cell Phones	200.05
01-33-000-50332	Training Supplies	500.00
01-33-000-50359	Fuel & Oil	15,368.40
01-33-000-50361	Maintenance - Public Saf...	717.40
01-33-000-50363	Maintenance Contracts -...	105.69
01-33-000-50367	Maintenance & Repair - ...	1,952.89
01-33-000-50368	Maintenance & Repair - ...	2,115.63
01-33-000-50382	Repair - Public Safety C...	5.50
01-33-000-50398	Community Services	1,693.46
01-33-000-50425	Incident Scene Personnel..	387.90
01-33-000-50502	Utilities - Power	8,972.24
01-33-000-50515	Decedent Transport	1,085.00
01-33-000-50562	Pest Control	179.00
01-33-000-50563	Utilities - Power - Comm...	1,664.29
01-35-210-50106	Office Equipment	43.79
01-35-210-50231	Fire Prevention & Educat...	175.96
01-35-210-50281	Non-Uniform Clothing	482.95
01-35-210-50283	Uniforms	2,127.10
01-35-210-50288	Uniform Accessories	110.00
01-35-210-50359	Fuel & Oil	3,350.97
01-35-210-50364	Lawn Care Supplies	521.82
01-35-210-50377	Supplies & Equipment - ...	61.40
01-35-210-50402	Training - Departmental	2,557.00
01-35-210-50410	Maintenance & Repair - ...	5,905.72
01-35-210-50411	Maintenance & Repair - ...	79.95
01-35-210-50500	Utilities - Power	5,838.68
01-35-210-50560	Pest Control	286.00
01-35-211-50360	Maintenance - Station 1	176.97
01-35-211-50380	Repairs - Station 1	8,087.40

Account Summary

Account Number	Account Name	Payment Amount
01-35-211-50434	Janitorial Supplies - Stati...	150.06
01-35-212-50360	Maintenance - Station 2	300.00
01-35-212-50434	Janitorial Supplies - Stati...	303.52
01-35-213-50360	Maintenance - Station 3	314.68
01-35-213-50380	Repairs - Station 3	1,912.99
01-35-213-50434	Janitorial Supplies - Stati...	125.77
01-35-214-50360	Maintenance - Station 4	315.88
01-35-214-50380	Repairs - Station 4	34.89
01-35-214-50434	Janitorial Supplies - Stati...	193.28
01-35-221-50227	Equipment - Rescue 1	158.00
01-35-221-50242	Medical Supplies - Engin...	164.45
01-35-223-50242	Medical Supplies - Rescue	1,100.00
01-37-310-50010	Hiring & Recruitment Ex...	4,689.00
01-37-310-50105	Office Supplies	555.44
01-37-310-50175	Sundry Expense	23.91
01-37-310-50261	Uniform Shirts, Pants, &...	1,006.88
01-37-310-50265	Boots	159.99
01-37-310-50305	Contract Services	1,549.66
01-37-310-50312	Cell Phones	2,158.43
01-37-310-50353	Claims	2,034.55
01-37-310-50359	Fuel & Oil	18,251.17
01-37-310-50451	Solid Waste Authority C...	2,018.72
01-37-310-50473	Auxiliary Services Suppli...	6,409.71
01-37-310-50500	Utilities - Power	6,405.73
01-37-310-50503	Power - Traffic Signals	3,373.62
01-37-310-50520	Utilities - Natural Gas	18.77
01-37-310-50560	Pest Control	79.00
01-37-311-50234	Supplies - Beautification	1,783.30
01-37-311-50387	Supplies - Community Ev...	36.44
01-37-312-50234	Supplies - Construction	2,008.24
01-37-312-50238	Personal Safety Supplies ...	34.74
01-37-313-50238	Personal Safety Supplies ...	39.41
01-37-314-50234	Supplies - Maintenance	484.48
01-37-316-50234	Supplies - Shop	393.69
01-37-317-50238	Personal Safety Supplies ...	39.40
01-37-318-50360	Maintenance - Public W...	2,299.27
01-37-318-50380	Repairs - Public Works B...	298.94
01-37-320-50360	Maintenance - Garbage ...	526.17
01-37-320-50380	Repairs - Garbage Trucks	1,080.62
01-37-321-50380	Repairs - Heavy Equipm...	781.60
01-37-322-50380	Repairs - Heavy Trucks	514.48
01-37-323-50380	Repairs - Trash Trucks	4,246.68
01-37-324-50360	Maintenance - Light Duty..	352.33
01-37-324-50380	Repairs - Light Duty Vehi...	980.02
01-37-326-50380	Repairs - Mowers & Light..	1,285.38
01-37-327-50360	Maintenance - Buckhead...	1,649.00
01-37-328-50276	Street and Traffic Signs	2,528.72
01-37-328-50384	Repairs - Traffic Signals	1,640.40
01-37-331-50238	Personal Safety Supplies...	39.40
01-37-331-50380	Repair - Recycling Trucks	6,255.19
01-37-600-80000	Equipment	245,510.00
01-40-000-50500	Utilities - Power - Willia...	34.16
01-40121	NPCC Rental Income	275.00
01-43-000-60901	Northport Corners LLC	93,750.00
01-43-000-60902	North Square Property	6,245.37
01-43-000-60904	Alabama Donuts, LLC	1,290.56
01-45-000-54004	Recreational Facilities	105,658.30
01-45-000-54006	13th Avenue Park	35,277.25

Account Summary

Account Number	Account Name	Payment Amount
01-45-000-54101	Nuisance Abatement	320.00
01-45-000-54304	Dirt Road Infrastructure ...	3,004.00
01-45-000-54306	5th Street Improvements	2,129.62
01-45-000-54311	Hospital Drive	812.50
01-45-000-54313	5th St Railroad Bridge	31,082.00
01-45-000-60062	Resurfacing Projects - City	40,530.40
01-45-600-54201	Downtown Streetscape	74,954.92
01-46-000-50210	Professional Services	185.81
01-46-000-50570	Northport Community C...	3,935.00
01-46-000-50575	Visitor's Center	15.62
01-46-400-50111	Software - License & Ma...	390.00
01-46-400-50175	Sundry - Administrative	795.95
01-46-400-50500	Utilities - Power	2,104.20
01-46-400-50590	Utilities - Other	900.00
19-32-000-60062	Resurfacing Projects - City	370,906.03
20-32-000-60062	Resurfacing Projects - City	500,000.00
50-39-510-50104	Printing & Duplication	419.00
50-39-510-50105	Office Supplies	41.35
50-39-510-50106	Office Equipment	143.92
50-39-510-50175	Sundry Expense	35.00
50-39-510-50238	Safety Supplies	91.00
50-39-510-50261	Contract Shirts and Pants	1,132.21
50-39-510-50305	Contract Services	800.37
50-39-510-50312	Cell Phones	2,936.13
50-39-510-50336	Repairs	953.65
50-39-510-50359	Fuel & Oil	6,119.03
50-39-510-50376	Service Contracts	518.60
50-39-510-50394	Repairs - Heavy Equipm...	138.97
50-39-510-50396	Repairs - Vehicles	3,849.42
50-39-510-50403	Training - Technical	325.00
50-39-510-50420	Travel	20.00
50-39-510-50422	Meals	9.41
50-39-510-50454	Testing & Professional S...	1,340.00
50-39-510-50500	Utilities - Power	93,022.87
50-39-510-50520	Utilities - Natural Gas	20.36
50-39-510-50550	Pest Control	177.00
50-39-510-50590	Utilities - Other	1,931.94
50-39-511-50106	Office Equipment	332.19
50-39-511-50470	Billing Services	10,228.58
50-39-512-50106	Office Equipment	136.38
50-39-512-50108	Equipment - Computers...	600.00
50-39-512-50300	Chemicals	26,091.23
50-39-512-50336	Repairs	28,409.18
50-39-512-50360	Maintenance	6,437.04
50-39-512-50454	Testing & Professional S...	3,577.92
50-39-513-50105	Office Supplies	168.17
50-39-513-50323	Sludge Disposal	9,103.20
50-39-513-50336	Repairs	600.00
50-39-513-50360	Maintenance	2,789.55
50-39-513-50454	Testing & Professional S...	1,892.64
50-39-514-50431	Construction & Repair S...	4,641.80
50-39-514-50453	System & Infrastructure ...	4,750.00
50-39-514-50473	Inventory Supplies	947.90
50-39-514-50477	Water Meters	10,584.00
50-39-514-60015	Equipment - Other	2,723.14
50-39-600-80000	Equipment	40,005.00
50-39-600-81702	Utility Relocation - Hwy ...	25,820.62
50-40056	Meter Tap and Materials...	1,593.00

Account Summary

Account Number	Account Name	Payment Amount
50-40114	Bad Debt Collections	<u>293.68</u>
	Grand Total:	2,440,982.68

Project Account Summary

Project Account Key	Payment Amount
None	<u>2,440,982.68</u>
Grand Total:	2,440,982.68



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Diffusers and Connectors for Aeration Basin at WWTP, Parkson Corporation, \$30,876.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Parkson Corporation, in the amount of \$30,876.00, is for diffusers and connectors on the Aeration Basin at the Wastewater Treatment Plant. The old diffusers and connectors need to be replaced in order to continue operation of the aeration basin. The requisition is for 372 diffusers and 186 connectors.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50336 Amount: \$30,876.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$30,876.00 to Parkson Corporation.

CITY OF NORTHPORT, ALABAMA

REQUISITION FOR GOODS AND SERVICES

DEPT./DIVISION Utilities

Date: 9/19/2025

REQUISTIONER: Terry West

<u>Qty</u>	<u>Items</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Suggested Account Number</u>
186	Connector - Complete LGF-30PP	\$20.00	\$3,720.00	50-39-513-50336
372	Diffuser	\$73.00	\$27,156.00	50-39-513-50336
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
TOTAL			\$30,876.00	

Request P.O. to:
Parkson

Superintendent Approval

Jerry West

Business License Required?

Operations Manager Approval

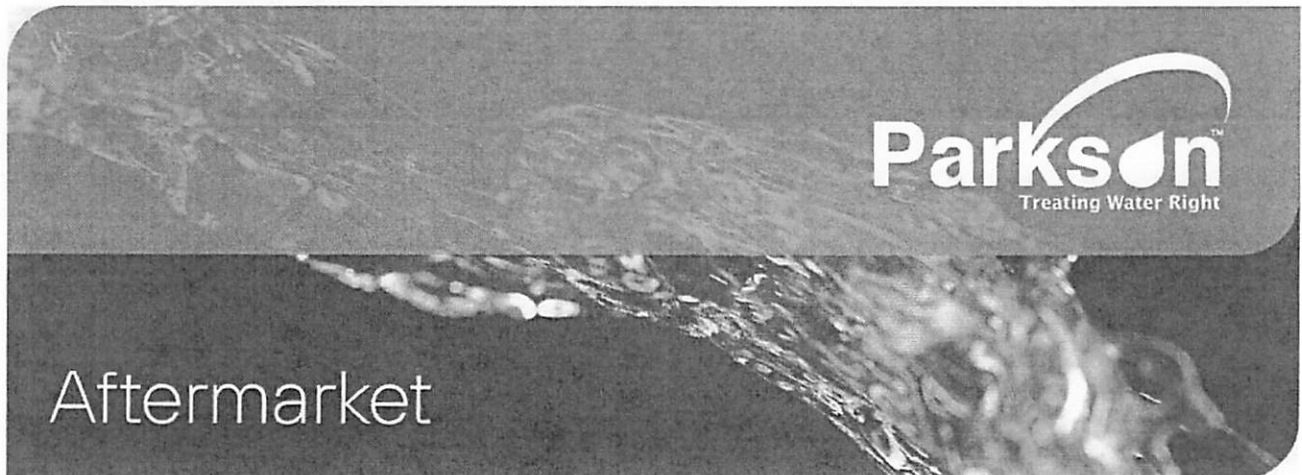
Cynthia Bain 9/19/25

COMMENTS (Requistioner or Department Head):

Diffusers for annual Basin repair

DEPARTMENT HEAD (Signature)

COMMENTS:



Quote Number 00041716

Date Issued: 2025-09-18

Terry West

Northport, AL

Phone: (646) 675-9354

Email: twest@cityofnorthport.org

Expiration Date: 2025-11-28

Thank you for your inquiry for Parkson Aftermarket parts. Below is the quote for the items requested. You may accept this quotation as your order by completing the fields and submitting or download as a PDF for processing through your purchasing team. If this is your first order in a while, please provide the billing and shipping info below. Please consider this email plus the link below to our Terms & Conditions to be the complete quotation.

Project Number 393

Please verify this project (serial) number is accurate for this order.

Item Number	Product	Quantity	Price	Total Price
11402015	Connector - Complete LGF-30PP	186	\$20.00	\$3,720.00
11402016	Diffuser	372	\$73.00	\$27,156.00
Please include a copy of your Tax-Exempt Certificate if the order is Not Taxable.				

USD Total

\$30,876.00

Note: Items may ship from different warehouses, unless specified as "Ship Complete" in your order.

Schedule and Shipping

The above items have a leadtime of **3 Weeks..** Our freight terms are **Prepay and Add**. The FOB Point for this order is **Shipping Point**.

Please advise of your shipping preference: Other (use additional notes below)



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Yearly Lab Testing at Water Treatment Plant, Pace Analytical Services, LLC., \$35,000.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Pace Analytical Services, LLC., in the amount of \$35,000.00, is for yearly testing at the Water Treatment Plant. The testing consists of Coliform, TOC's, SOC's, IDSE, and DSE. This testing is required by ADEM. This is part of the FY2026 Budget.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-512-50454 Amount: \$35,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$35,000.00 to Pace Analytical Services, LLC.



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Yearly Lab Testing for the Water Treatment Plant, Living Water Services, LLC., \$20,000.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition for Living Water Services, LLC., in the amount of \$20,000.00, is for yearly lab testing at the Water Treatment Plant. The testing consists of bacti and TOC which is required by ADEM. This is part of the FY2026 Budget.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-512-50454 Amount: \$20,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$20,000.00 to Living Water Services, LLC.



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Yearly Lab Testing for the Wastewater Treatment Plant, Living Water Services, LLC., \$10,000.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Living Water Services, LLC., in the amount of \$10,000.00, is for yearly lab testing at the Wastewater Treatment Plant. The testing is for E. Coli, BOD, TSS, NH4, TKN, which are all required by ADEM. This is part of the FY2026 Budget.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50454 Amount: \$10,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$10,000.00 to Living Water Services, LLC.



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Yearly Sludge Hauling Fees for Wastewater Treatment Plant, Warrior Waste Services, LLC., \$63,495.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Warrior Waste Services, LLC., in the amount of \$63,495.00, is for yearly hauling of biosolids from the Wastewater Treatment Plant to the landfill. This should cover the fiscal year is part of the FY2026 Budget.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50323 Amount: \$63,495.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$63,495.00 to Warrior Waste Services, LLC.

REQUISITION FOR GOODS AND SERVICES

DEPT./DIVISION Utilities

Date: 9/19/2025

REQUISTIONER: Terry West

<u>Qty</u>	<u>Items</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Suggested Account Number</u>
1	Sludge Hauling for Disposal	\$63,495.00	\$63,495.00	50-39-513-50323
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
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			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
TOTAL			\$63,495.00	

Request P.O. to:
Warrior Waste Services LLC

Business License Required?

COMMENTS (Requisitioner or Department Head):
Yearly cost @ 6 pick ups a week and daily roll off rental fees

DEPARTMENT HEAD (Signature)

COMMENTS:

Superintendent Approval

Erny West

Operations Manager Approval

Cynthia Dai 9/19/25



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Yearly Tipping Fees for Wastewater Treatment Plant, Black Warrior Solid Waste, \$60,000.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Black Warrior Solid Waste, in the amount of \$60,000.00, is for yearly tipping fees to haul biosolids from the Wastewater Treatment Plant to the landfill. This should cover the fiscal year and is part of the FY2026 Budget.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50323 Amount: \$60,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$60,000.00 to Black Warrior Solid Waste.

CITY OF NORTHPORT, ALABAMA

REQUISITION FOR GOODS AND SERVICES

DEPT./DIVISION Utilities

Date: 9/19/2025

REQUISTIONER: Terry West

[illegible]

Request P.O. to:
Black Warrior Solid Waste

Business License Required?

COMMENTS (Requistioner or Department Head):

Tipping Fees

DEPARTMENT HEAD (Signature)

COMMENTS:

Superintendent Approval

Jerry West

Operations Manager Approval

Operations Manager Approval
Cynthia Davis 9/19/25



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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Flooring for Utilities Billing Office, Crimson Carpet & Flooring, \$11,050.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition from Crimson Carpet & Flooring, in the amount of \$11,050.00, is for new flooring at the Utilities Billing Office at City Hall.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-511-50360 Amount: \$11,050.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$11,050.00 to Crimson Carpet & Flooring.

**Crimson Carpet & Flooring, INC**

Phone: (205) 345-4895

FAX: (205) 345-4802

1703 Greensboro Ave

Tuscaloosa, AL 35401

**PROPOSAL AND
ACCEPTANCE**CRIMSONCARPET.COM

PROPOSAL SUBMITTED TO City of Northport		PHONE	DATE 9/17/2025
STREET 3500 McFarland Blvd		JOB NAME	
CITY, STATE AND ZIP CODE Northport AL, 35476		JOB LOCATION Northport City Hall - West End Utilities Office	
ARCHITECT	DATE OF PLANS	JOB CONTACT Cynthia Davis	JOB PHONE

We hereby submit specifications and estimates for:

Provide and install glue down LVT (Woodlands II/Silver Ash) in offices over VCT. Remove carpet tile. Floor prep, move furniture, desks and file cabinets. 1,890sf (45 boxes) @ \$5.00/sf

- \$9,450

Provide and install 6" rubber base along base of walls. 400lf @ \$3.75/lf

- \$1,500

Freight

- \$100

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Dollars **(\$11,050)**

Payment to be made as follows- 50% Deposit, Balance Due Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized

Signature Carson T. Dockery

Note: This proposal may be

Withdrawn by us if not accepted within 90 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

WHEAT'S CARPET ONE
51 MCFARLAND BLVD
NORTHPORT, AL 35476
Telephone: 205-349-2233

Page 1

EW031774

ESTIMATE

Sold To	Ship To
CITY OF NORTHPORT 4900 ROSE BLVD NORTHPORT, AL 35473	WATER DEPT, CITY OF NORTHPORT CIVIC CENTER NORTHPORT, AL 35475

Quote Date	Phone 1	PO Number	Quote Number
09/22/25	205-242-3291	WATER DEPT	EW031774

Inventory	Style/Item	Color/Description
SHXSL	SCHONOX SL	PATCH
FPSPTSC	FLOOR PREP STANDARD PATCH TSC	
TUCPTGDC TSC	TAKEUP CARPET GLUED DOWN CARPET TSC	

Glue Down Carpet-- This quote to remove the existing carpet in your property is based upon what we have found to be the normal effort generally required. If we find that the carpet removal is more difficult to remove than we normally see, there may be additional cost. This will be discussed with you and approved by you before we proceed to spend extra hours removing the carpet.

Please be aware that in any construction job there could be considerable dust created. The customer is responsible for covering all items prior to Wheat's arrival.

11004	JHN BASE RUBBER 6X1/8 ROLL G1	TO BE DETERMINED
TUCBTSC	TAKE UP COVEBASE TSC	
CBITSC	COVEBASE INSTALL TSC	
MA1U49	MAPEI ULTRABOND ECO 575 WALL BASE ADHESIVE 28.7 OUNCE CARTRIDGE 12EA/CT 60CT/PA	28.7 OUNCE
EFCWL	WOODLANDS 2.5MM - 7"X48"	SILVER ASH
LOLIGTSC	LVT OR LVP INSTALL GLUE TSC	
HF9100-4G	ADHESIVE HF9100 - 4GAL	FOUR GALLON (FOR APPROX 750-1000 SF)
Id #: 48 PER PALLET		
FURNM1RTSC	FURNITURE MOVE 1 ROOM TSC	

— 09/22/25 — 5:26PM —

Sales Representative(s):
MIKE CORBETT

Subtotal: 13,878.79
Sales Tax: 0.00
Misc. Tax: 0.00

ESTIMATE TOTAL: \$13,878.79

WHEAT'S CARPET ONE
51 MCFARLAND BLVD
NORTHPORT, AL 35476
Telephone: 205-349-2233

Page 2

EW031774

ESTIMATE

Sold To	Ship To
CITY OF NORTHPORT 4900 ROSE BLVD NORTHPORT, AL 35473	WATER DEPT, CITY OF NORTHPORT CIVIC CENTER NORTHPORT, AL 35475

Quote Date	Phone 1	PO Number	Quote Number
09/22/25	205-242-3291	WATER DEPT	EW031774

Inventory	Style/Item	Color/Description
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1. Definition of what we move:

- a. A **NORMAL Bedroom** is: a Bed, 2 dressers and 2 night stands. All cleared off of lamps, nick knacks, pictures, clothing etc. (customer must have the bed stripped down prior to installers arrival). All items must be off all furniture to be moved and out of the way. Clothing must be out of the closets and out of the way of the installation area.
- b. A **NORMAL Family/Living Room** is: a couch, love seat, 2 chairs, 2 end tables and a coffee table. All cleared off of lamps, nick knacks, pictures, etc. All items must be off all furniture to be moved and out of the way.
- c. A **NORMAL Dining Room / Eating Area** is: a table, up to 6 chairs, and a hutch. All cleared off/out of all items and must be off all furniture to be moved and out of the way.

Sign _____

METSC MISC EXTRAS DESCRIBE IN NOTES
TSC

move safe

— 09/22/25 — 5:26PM —

Sales Representative(s):

MIKE CORBETT

Subtotal:	13,878.79
Sales Tax:	0.00
Misc. Tax:	0.00

ESTIMATE TOTAL: \$13,878.79

WHEAT'S CARPET ONE
51 MCFARLAND BLVD
NORTHPORT, AL 35476
Telephone: 205-349-2233

Page 3

EW031774

ESTIMATE

Sold To CITY OF NORTHPORT 4900 ROSE BLVD NORTHPORT, AL 35473		Ship To WATER DEPT, CITY OF NORTHPORT CIVIC CENTER NORTHPORT, AL 35475	
Quote Date 09/22/25	Phone 1 205-242-3291	PO Number WATER DEPT	Quote Number EW031774

Inventory	Style/Item	Color/Description
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This quote is for interior finish flooring upgrades for City of Northport Fire Station #1 in the office area. Quote is based on using the same carpet used in City Hall 2024. This quote includes all materials and labor.

1. Removal of existing floor and floor prep.
2. Installation of broadloom carpet

Please contact me or email with any questions or concerns about this quote.

— 09/22/25 — 5:26PM —

Sales Representative(s):
MIKE CORBETT

Subtotal:	13,878.79
Sales Tax:	0.00
Misc. Tax:	0.00

ESTIMATE TOTAL: \$13,878.79



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

AGENDA ITEM NO. 9.c.10.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Utilities Department Employee Uniforms, Unifirst Uniform Services, \$15,000.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition under Sourcewell Contract #011124-UFC to Unifirst Uniform Services, in the amount of \$15,000.00, is to provide the Utilities Department employees with uniforms to wear while they are on the job for safety and identification purposes. This is for FY2026.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-510-50261 Amount: \$15,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$15,000.00 to Unifirst Uniform Services.



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

AGENDA ITEM NO. 9.c.11.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Knight Signs Industries, Bronze Signage and Installment for City Parks, \$15,000.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Morgan Stuart

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting the City Council approved the purchase requisition for Knight Signs Industries for bronze signage and installment for city parks, not to exceed \$15,000.00.

Recommendation:

That the requested purchase requisition be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54005 Amount: \$15,000.00

Motion for Consideration:

I move that the City Council approve the purchase requisition to Knight Signs Industries for bronze signage and installment for city parks, not to exceed \$15,000.00.



5959 Knight Avenue Tuscaloosa, AL 35405 Phone (205) 345-5242 www.knightsign.com

City of Northport
River Run Park

Drawing/Sign Type	Description	Qty	Unit Cost	Extended Total
258320	3' x 2' s/f cast bronze plaque on tube posts	1	\$ 7,642.00	\$ 7,642.00
Total				\$ 7,642.00

*Price includes manufacturing and installation.

Terms:

50% deposit; balance due upon completion

This quote is valid for 60 days from quote date.

The following are excluded unless noted:

Patching/painting; dedicated electrical service; sales tax; permit/licenses; engineering

3% surcharge will be applied to payments made with credit card.

08-18-25

Page 203 of 269



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

AGENDA ITEM NO. 9.c.12.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Quarterly SCADA Network Software Updates, Electric Machine Control, Inc., \$15,860.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Electric Machine Control, Inc., in the amount of \$15,860.00, is for quarterly updates of the SCADA Network software used at the Water Treatment Plant and the Wastewater Treatment Plant. This amount is for FY2026.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-512-50360 Amount: \$7,930.00

GL Code No. 50-39-513-50360 Amount: \$7,930.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$15,860.00 to Electric Machine Control, Inc.



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

AGENDA ITEM NO. 9.c.13.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, CDWG, License Renewal, \$62,429.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval to CDWG for license renewal of CrowdStrike software, This is a cloud-based cybersecurity software that provides endpoint and ransomware protection. The cost is \$62,429.00. This is a budgeted expense. Requisition No. 254827.

Recommendation:

It is recommended that this request be approved.

Funding Source/GL Code:

GL Code No. 01-22-000-50111 Amount: \$62,429.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$62,429.00 to CDWG.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JONATHAN FIKES,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PQBF515	9/29/2025	CROWDSTRIKE RNWL/ITP COMPLETE	4009475	\$62,429.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CrowdStrike 12-Month Insight - Bundled Software Subscription Mfg. Part#: CS.INSIGHTB.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: MARKET	1	5400109	\$0.00	\$0.00
CrowdStrike 12-Month Prevent - Bundled Software Subscription Mfg. Part#: CS.PREVENTB.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: MARKET	1	5400116	\$0.00	\$0.00
CrowdStrike 12-Month Discover - Bundled Software Subscription Mfg. Part#: CS.DISCB.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: MARKET	1	5400118	\$0.00	\$0.00
CrowdStrike 12-Month Falcon Complete Subscription Mfg. Part#: CS.FALCOMPS.SVC.12M Electronic distribution - NO MEDIA SVAR_AL_L_Alabama NVP Software_MA230000003 Contract: Sourcewell 121923 CDWG-Software (121923)	1	5400119	\$0.00	\$0.00
CrowdStrike 12-Month Overwatch - Bundled Mfg. Part#: CS.OWB.SVC.T2.12M Electronic distribution - NO MEDIA SVAR_AL_L_Alabama NVP Software_MA230000003 Contract: Sourcewell 121923 CDWG-Software (121923)	1	5400120	\$0.00	\$0.00
CrowdStrike 12-Month Threat Graph Standard - Bundled Software Subscription Mfg. Part#: CS.TGB.STD.12M Electronic distribution - NO MEDIA SVAR_AL_L_Alabama NVP Software_MA230000003	1	5400122	\$0.00	\$0.00

QUOTE DETAILS (CONT.)

Contract: Sourcewell 121923 CDWG-Software (121923)

<u>CrowdStrike 12-Month Falcon Complete CID Management (Complimentary)</u>	1	6284569	\$0.00	\$0.00
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Mfg. Part#: CS.FALCOMPONBC.SOLN.12M

Electronic distribution - NO MEDIA

SVAR_AL_L_Alabama NVP

Software_MA230000003

Contract: Sourcewell 121923 CDWG-Software (121923)

<u>CrowdStrike 12-Month Express Support</u>	1	4915958	\$2,559.00	\$2,559.00
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Mfg. Part#: RR.HOS.ENT.EXPS.12M

Electronic distribution - NO MEDIA

SVAR_AL_L_Alabama NVP

Software_MA230000003

Contract: Sourcewell 121923 CDWG-Software (121923)

<u>Falcon Complete - Flex License (1 year) - 1 license</u>	1	7748288	\$43,025.00	\$43,025.00
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Mfg. Part#: CS.FCSB.SOLN.FLEX.12M

Electronic distribution - NO MEDIA

Contract: Sourcewell 121923 CDWG-Software (121923)

<u>Falcon Identity Threat Protection Complete Bundle - subscription license (1</u>	300	7839927	\$53.50	\$16,050.00
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Mfg. Part#: CS.ITPC.SOLN.T1.12M

Electronic distribution - NO MEDIA

Contract: Sourcewell 121923 CDWG-Software (121923)

<u>CrowdStrike 12-Month Identity Threat Protection (Accounts)</u>	300	7326615	\$0.00	\$0.00
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Mfg. Part#: CS.ITP.SOLN.T1.12M

Electronic distribution - NO MEDIA

Contract: Sourcewell 121923 CDWG-Software (121923)

<u>Falcon Identity Threat Protection Complete Bundle - subscription upgrade li</u>	300	7839935	\$0.00	\$0.00
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Mfg. Part#: CS.ITPCU.SOLN.T1.12M

Electronic distribution - NO MEDIA

Contract: Sourcewell 121923 CDWG-Software (121923)

<u>CrowdStrike 12-Month Express Support</u>	1	4915958	\$795.00	\$795.00
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Mfg. Part#: RR.HOS.ENT.EXPS.12M

Electronic distribution - NO MEDIA

Contract: Sourcewell 121923 CDWG-Software (121923)

SUBTOTAL	\$62,429.00
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SHIPPING	\$0.00
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SALES TAX	\$0.00
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GRAND TOTAL	\$62,429.00
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PURCHASER BILLING INFO**DELIVER TO**

Billing Address:

CITY OF NORTHPORT
ACCTS PAYABLE
PO BOX 569
NORTHPORT, AL 35476-0569
Phone: (205) 339-7000

Payment Terms: Net 30 Days-Govt State/Local

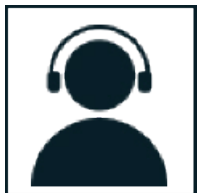
Shipping Address:

CITY OF NORTHPORT
POLICE DEPARTMENT
3721 26TH AVE
NORTHPORT, AL 35473-2952

Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**Sales Contact Info**

Brian Krull | (866) 537-4660 | briakru@cdwg.com

Need Help?

My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



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

AGENDA ITEM NO. 9.c.14.

MEETING DATE: October 6, 2025

**SUBJECT: Purchase Requisition, Ricoh, Software Renewal for Ransomware Protection,
\$20,980.00**

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval to Ricoh for ransomware and identity theft protection. This is a budgeted expense.

Total cost \$20,980.00. Requisition No. 254821.

Recommendation:

To approve this request

Funding Source/GL Code:

GL Code No. 01-22-000-50111 Amount: \$20,980.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$20,980.00 to Ricoh.



Proposed Customer Solution

Refer to attached documents, if applicable

Detailed Pricing Summary

Hardware, Software, & Services				
Product Details	Address	Qty	Unit Price	Total Fees
[OOD]BULLWALLL RANSOMCARE SUBSCRIPTION ONE YEAR TERM. END USER TERMS APPLY	3500 MCFARLAND BLVD NORTHPORT, AL, 35476-3181 Delivery Instructions (if any)	1	\$15,821.00	\$15,821.00
[OOD] BULLWALLL SERV INTRU PROT SUBSCRIPTION ONE YEAR TERM	3500 MCFARLAND BLVD NORTHPORT, AL, 35476-3181 Delivery Instructions (if any)	1	\$5,159.00	\$5,159.00
Group Total				\$20,980.00

Overall Grand Total	\$20,980.00
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**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.c.15.

MEETING DATE: October 6, 2025

**SUBJECT: Purchase Requisition, Track Loader with Rotating Fork & Cutting Edge Bucket;
Capital Tractor, \$91,969.00**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The City of Northport has been awarded \$89,472.00 from the Alabama Department of Environmental Management (ADEM) through a grant from the Alabama Recycling Fund to purchase a Track Loader with accompanying rotating pallet fork and cutting edge bucket.

The Track Loader will help increase the efficiency of our Recycling Department's operations with its ability to sort and lift loads of recyclables in larger and heavier quantities. Just as important, the Track Loader will also reduce the amount of strenuous manual labor currently required from some of our employees, reducing the risk of injury.

We are respectfully requesting approval to purchase a Kubota Track Loader and optional equipment, including a rotating pallet fork and cutting edge bucket for a total of \$91,969.74 from Capital Tractor. The \$2,497.74 not covered by the grant will be paid out of Public Works' Recycling Equipment account funds, as allotted as a part of the previously approved Fiscal Year 2026 Budget.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80004 Amount: \$89,472.00

GL Code No. 01-37-331-50227 Amount: \$2,497.74

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$91,969.00 to Capital Tractor.



1498 FURNACE ST. MONTGOMERY, AL 36104 334.264.0086

FOR: City of Northport
Attn: Matthew Knight
205-861-8026
mknight@cityofnorthport.org

DATE: 9-4-25
DELIVERY:
QUOTED BY: Adam Donaldson
QUOTE #:

WE ARE PLEASED TO QUOTE YOU ON YOUR ORDER AS FOLLOWS:

QUANTITY	DESCRIPTION	PRICE	NET
	State Contract # MA 23000000414		
Line 5	Kubota SVL97-3HFCC Track Loader	\$ 102,428.00	\$ 82,966.68
	96.4hp, cab, a/c, hydraulic quick coupler		
	high-flow auxiliary hydraulics		
	14-pin connection, back-up camera		
	* includes 1 Year Extended Warranty		
Line 6	Optional Equipment		
	54" 180 degree rotating pallet forks	\$ 6,250.00	\$ 6,187.50
	80" Cutting edge bucket	\$ 2,844.00	\$ 2,815.56
		DELIVERY:	included
		DOC FEE:	
		SUBTOTAL:	\$ 91,969.74
		TAX:	\$ -
		TOTAL:	\$ 91,969.74

This quote is good for 60 days.



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

AGENDA ITEM NO. 9.c.16.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Asphalt for Construction Projects (as needed); S.T. Bunn Construction, not to exceed \$25,000.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department is respectfully requesting your approval to pay S.T. Bunn Construction Company for asphalt on an as-needed basis for potholes and patching done by the Construction Department. Asphalt is typically required weekly, with costs averaging several hundred dollars per delivery. Based on the amounts spent in the past two fiscal years, we are estimating the need for approximately \$25,000.00 worth of asphalt from October 1, 2025, through September 30, 2026.

This planned expense is part of the \$95,000.00 allotted to the Public Works' Construction Supplies account fund in the City Council-approved Fiscal Year 2026 Budget. Payments would be made monthly as incurred.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-312-50234 Amount: \$25,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount not to exceed \$25,000.00 to S.T. Bunn Construction.



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

AGENDA ITEM NO. 9.c.17.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Concrete for Construction Projects (as needed); Ready Mix USA, not to exceed \$10,000.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department is respectfully requesting your approval to pay Ready Mix USA for concrete on an as-needed basis for projects done by the Construction Department. Concrete is typically required weekly, with costs averaging several hundred dollars per delivery. Based on the amounts spent in the past two fiscal years, we are estimating the need for approximately \$10,000.00 worth of concrete from October 1, 2025, through September 30, 2026.

This planned expense is part of the \$95,000.00 allotted to the Public Works' Construction Supplies account fund in the City Council-approved Fiscal Year 2026 Budget. Payments would be made monthly as incurred.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-312-50234 Amount: \$10,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount not to exceed \$10,000.00 to Ready Mix USA.



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

AGENDA ITEM NO. 9.c.18.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Fill Dirt for Construction Projects (as needed); Todd Shirley Grading, Inc., not to exceed \$5,000.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department is respectfully requesting your approval to pay Todd Shirley Grading, Inc. for fill dirt on an as-needed basis for projects done by the Construction Department. Fill dirt is typically required monthly, and is kept onsite at the Public Works location, with deliveries made every few months, costing over \$1,000 each. Based on the amounts spent in the past two fiscal years, we are estimating the need for approximately \$5,000.00 worth of fill dirt from October 1, 2025, through September 30, 2026.

This planned expense is part of the \$95,000.00 allotted to the Public Works' Construction Supplies account fund in the City Council-approved Fiscal Year 2026 Budget. Payments would be made once the product is delivered.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-312-50234 Amount: \$5,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount not to exceed \$5,000.00 to Todd Shirley Grading, Inc.



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

AGENDA ITEM NO. 9.c.19.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Stone & Crusher Run for Construction Projects (as needed); Davis Materials, Inc., not to exceed \$20,000.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department is respectfully requesting your approval to pay Davis Materials, Inc. for stone and crusher run on an as-needed basis for projects done by the Construction Department.

#57 Stone is typically required monthly, and is kept onsite at the Public Works location, with deliveries made every few months, costing over \$2,000 each. Based on the amounts spent in the past two fiscal years, we are estimating the need for approximately \$10,000.00 worth of #57 Stone from October 1, 2025, through September 30, 2026.

825B Crusher Run is typically required monthly, and is kept onsite at the Public Works location, with deliveries made every few months, costing over \$2,000 each. Based on the amounts spent in the past two fiscal years, we are estimating the need for approximately \$10,000.00 worth of 825B Crusher Run from October 1, 2025, through September 30, 2026.

This planned expense is part of the \$95,000.00 allotted to the Public Works' Construction Supplies account fund in the City Council-approved Fiscal Year 2026 Budget. Payments would be made once the product is delivered.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-312-50234 Amount: \$20,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount not to exceed \$20,000.00 to Davis Materials, Inc.



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

AGENDA ITEM NO. 9.c.20.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Tires for Garbage & Trash Trucks (as needed); Southern Tire Mart, Inc., not to exceed \$30,000.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department is respectfully requesting your approval to pay Southern Tire Mart, Inc. to purchase tires on an as-needed basis for the garbage and trash trucks. Daily trips to the landfill and hauling heavy loads lead to expedited wear and damage. Having prior purchasing approval allows us to replace tires without delay, which is crucial to getting these trucks back in service in a timely manner.

Tires for these types of trucks cost an average of \$500.00 each, and each truck drives on six to ten tires. Based on the amounts spent in the past two fiscal years on tires for garbage and trash trucks, we are estimating the need to spend approximately \$30,000.00 from October 1, 2025, through September 30, 2026.

This \$15,000.00 planned expense for garbage trucks is part of the \$25,000.00 allotted to the Public Works' Garbage Trucks Maintenance account fund in the City Council-approved Fiscal Year 2026 Budget. Payments would be made once the product is received.

This \$15,000.00 planned expense for trash trucks is part of the \$19,000.00 allotted to the Public Works' Garbage Trucks Maintenance account fund in the City Council-approved Fiscal Year 2026 Budget. Payments would be made once the product is received.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-320-50360 Amount: \$15,000.00

GL Code No. 01-37-323-50360 Amount: \$15,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount not to exceed \$30,000.00 to Southern Tire Mart, Inc.



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

AGENDA ITEM NO. 9.c.21.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Carahsoft, OKTA License Renewal, \$54,336.40

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval to Carahsoft Technology Corp., for MFA RFID license renewal software. This is a budgeted expense. Total cost \$54,336.40.

Recommendation:

To approve this request.

Funding Source/GL Code:

GL Code No. 01-22-000-50111 Amount: \$54,336.40

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$54,336.40 to Carahsoft Technology Corp.

PRICE QUOTATION
CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Brandi Hambright
City of Northport Police Department
3721 26th Ave
Northport, AL 35476 USA

FROM: Dawn Fox
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: bhambright@cityofnorthport.org

EMAIL: Dawn.Fox@carahsoft.com

PHONE: (205) 469-1355

PHONE: (571) 662-4453

FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO: 52391793
QUOTE DATE: 09/16/2025
QUOTE EXPIRES: 11/13/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$54,336.40
TOTAL QUOTE: \$54,336.40

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	P000020	IT Products - Adaptive MFA, Users per Month Okta - P000020 Start Date: 11/15/2025 End Date: 11/14/2026		\$34.97	OM 285	\$9,966.45
2	P000055	IT Products - Universal Directory, Users per Month Okta - P000055 Start Date: 11/15/2025 End Date: 11/14/2026		\$11.65	OM 285	\$3,320.25
3	P000402	IT Products - Lifecycle Management Okta - P000402 Start Date: 11/15/2025 End Date: 11/14/2026		\$23.31	OM 285	\$6,643.35
4	P000052	IT Products - Single Sign-On, Users per Month Okta - P000052 Start Date: 11/15/2025 End Date: 11/14/2026		\$14.94	OM 285	\$4,257.90
5	P001048	Okta - Premier Success Plan - Silver. 15% of total annual license cost. Okta - P001048 Start Date: 11/15/2025 End Date: 11/14/2026		\$6,761.60	OM 1	\$6,761.60
6	P000009	Sandbox - Preview Sandbox. 15% of total annual license cost Okta - P000009 Start Date: 11/15/2025 End Date: 11/14/2026		\$2,501.79	OM 1	\$2,501.79
7	P000379	API Products - Enterprise 10,000 MAU per Year Okta - P000379 Start Date: 11/15/2025 End Date: 11/14/2026		\$17,485.17	OM 1	\$17,485.17
8	P000150	API Products - API Access Management 10,000 MAU per Year Okta - P000150 Start Date: 11/15/2025 End Date: 11/14/2026		\$3,399.89	OM 1	\$3,399.89

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
SUBTOTAL:						\$54,336.40
TOTAL PRICE:						\$54,336.40
TOTAL QUOTE:						\$54,336.40

Please include Carahsoft quote number, contract type (if applicable), NET terms, and end user name and contact info on your order to Carahsoft.

Telephony (SMS / Voice) - Telephony services that deliver SMS and Voice are not included in the Services above for which the Business Unit is Okta. To use SMS or Voice for authentication, password reset, or account unlock, Customer must configure a third-party telephony service provider, and Customer is solely responsible for any charges billed by the third-party telephony service provider in connection with Customer's use of such services.

Reactivation Fees: In the unlikely event that your Maintenance/Support or Subscription or SaaS term lapses for any period due to non-renewal or failure to pay applicable fees when due, you will lose your rights to continue using the software (Subscription and SaaS license models), and you will lose all related entitlement to Maintenance/Support (Subscription and SaaS license models). The rights to continue using the Subscription and SaaS software, and Maintenance/Support may be reactivated, but only upon payment of applicable reactivation fees and other requirements as described below.

Maintenance/Support, Subscription, SaaS: You will be required to pay for the lapsed period (also known as Back Maintenance) of Maintenance/Support, Subscription or SaaS plus a reactivation fee equal to 10% of the total Subscription, including Maintenance/Support, Subscription or SaaS fee. The Start Date will remain the same, which is the day following the End Date of the prior Maintenance/Support, Subscription or SaaS term.

Example: your annual renewal fee is \$100,000

Reactivation fee is 10% of the annual fee: $\$100,000 \times 10\% = \$10,000$

Total Due to complete the renewal: $\$110,000 (\$100,000 + \$10,000)$

Workflows Starter: The subscription(s) set forth in this Order Form include up to 5 active Workflows, which Customer may use for evaluation purposes in accordance with the Agreement. Workflows is excluded from (i) any Health Insurance Portability and Accountability Act standards that may be applicable and (ii) any authorization(s) not yet granted under the FedRAMP program or by the U.S. Department of Defense.

SERVICE TERMS. The Service is purchased on a Term Price per Unit of Measurement as defined below:

1.1 Servers per Month is a per-Server subscription basis and Customer may not exceed the number of Servers per Month specified above. The number of purchased Servers per Month subscriptions may not be decreased during the Term, and any additional Servers per Month subscriptions purchased during the Term shall terminate on the same date as the then-current Term.

1.2 A User ID is a unique user identifier assigned to the User object by the Okta application. If a User (including non-human devices, such as applications or services) has more than one User ID, each User ID in an Active Status is measured separately for purposes of determining the number of User IDs that must be procured at a given time.

1.3 Users per Month is a per Active User ID subscription basis and Customer may authorize no more than the number of User IDs specified above. In addition, (i) the number of User IDs per purchased may not be decreased during the Term, (ii) additional User IDs may be added during the then-current Term at the same pricing as that for the preexisting User IDs thereunder, prorated for the remainder of the Term in effect at the time the additional User IDs are added, and (iii) the added User IDs shall terminate on the same date as the then-current term. If a user is assigned to multiple non-sandbox orgs, a unique User ID will be assigned to each user per org, and each User ID in an Active Status is measured separately for determining the number of Users per Month.

1.4 Monthly Active Users (MAU) per Year are purchased on a per-Active User ID in a calendar month basis and Customer may not exceed the number of Active User IDs specified above per annual Term. A Monthly Active User ID shall be calculated as when a User ID authenticates with the Service, provided that if a unique User ID authenticates with the Service more than one (1) time in a calendar month that will only be calculated as one (1) Active User ID. In addition, (i) the number of Monthly Active User IDs purchased may not be decreased during the Term and (ii) the added Monthly Active User IDs shall terminate on the same date as the then-current Term. In the event that Customer exceeds the specified Quantity of MAUs per Year for any API Service, Customer will be subject to an overage fee that is calculated as two times the Price/UOM of the relevant Service(s) shown above.

2. If Customer exceeds its purchased subscriptions, Okta may work with Customer to reduce Customer's usage so that it conforms to such limit. If Customer is unable or unwilling to abide by such limit within thirty (30) days of notice, Customer shall execute an Order Form for additional quantities of the applicable Service promptly upon Okta's request and/or pay any invoice for excess usage. Please see Okta's Product Subscription Reference Guide for more detail on how User ID statuses, Workforce Identity and Access Management Users ("WIAM" Users), and Customer Identity and Access Management Users ("CIAM" Users) are defined by Product.

TRAINING TERMS. All Training Fees paid to Carahsoft hereunder are non-refundable and non-cancelable in accordance with the Training Terms found at www.okta.com/trainingterms.

Okta will provide the support Services to customer subject to and in accordance with the support policy set forth at <https://www.okta.com/support-terms/>

The Okta services are governed by the terms at <https://www.okta.com/partners/terms/master-subscription/> and the Okta, Inc. U.S. Government Addendum available at <https://www.okta.com/agreements/> and they both must be incorporated into any proposal.

All subscriptions purchased herein are non-cancellable

-



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

AGENDA ITEM NO. 9.c.22.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Public Works Department Employee Uniform Pants & Work Boots; Ervin's Workwear & Boots, \$34,000.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department is respectfully requesting your approval to pay no more than \$34,000.00 to Ervin's Workwear & Boots on an as-needed basis to provide its employees with uniform pants and work boots as required throughout the year. Employees receive four pairs of pants a year, either at the start of their employment with the Public Works Department, or as part of the annual department-wide order once they complete their probationary period.

This \$20,000.00 planned expense for uniform pants is part of the \$37,000.00 allotted to the Public Works' Uniform Shirts and Pants account fund in the City Council-approved Fiscal Year 2026 Budget. Payments would be made once the product is received.

This \$14,000.00 planned expense for uniform boots is part of the \$15,000.00 allotted to the Public Works' Boots account fund in the City Council-approved Fiscal Year 2026 Budget. Payments would be made once the product is received.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-310-50261 Amount: \$20,000.00

GL Code No. 01-37-310-50265 Amount: \$14,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount not to exceed \$34,000.00 to Ervin's Workwear and Boots.



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

AGENDA ITEM NO. 9.c.23.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Lowes Pro, Tiger Park Pavillions, \$9,008.30

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Tera Tubbs

Summary:

The Engineering Department is requesting that the City Council approve the purchase requisition for Lowes Pro, in the amount of \$9,008.30, for the pavilions for Tiger Park. The amount is for 2 - 12'x24' pavilions.

Recommendation:

That the requested purchase requisition be approved.

Funding Source/GL Code:

GL Code No. 01-15-600-80008 Amount: \$9,008.30

Motion for Consideration:

I move that the City Council approve the purchase requisition for Lowes Pro, in the amount of \$9,008.30, for pavilions at Tiger Park.

Gazebos

Quote # 227215412

Created on Sep 30, 2025

Quote valid until Oct 31, 2025, 11:59 p.m.*

Created by Kelly Homnan

khoman@cityofnorthport.org

(205) 339-7000

City Of Northport

Lowe's Store # 2488, Northport, AL

Store Phone (205) 330-4613

Item	Fulfillment Type	Unit Price	Qty	Item Total
 Backyard Discovery 12.1-ft x 24.7-ft Norwood Brown Gazebo with Hardtop... Item #: 6554546 Model #: 2406049COM	PARCEL	\$4,504.15	2	\$9,008.30
Item Subtotal				\$10,598.00
Estimated Quote Savings				-\$1,589.70
Delivery Fees & Taxes				Calculated in Checkout
Estimated Total				\$9,008.30

*The prices quoted are valid until 11:59 p.m. on the date shown above, subject to the following exclusions, conditions, and exceptions.

Delivery fees will be added at time of purchase where applicable.

Prices listed on this quote will be honored at Lowe's Store # 2488, Northport, AL. Please request a new online quote if you'd like to purchase the listed items at a different store, or contact the Pro Service Desk with any questions.

Any changes you make to this quote, for example, adding or removing one or more items or changing the quantity of any item or items, will create a new quote and cancel this quote.

Additional discounts, if applicable, are subject to Lowe's standard discount policy, and are calculated at checkout.

All products are available while supplies last and may vary by market. Lowe's reserves the right to correct any error and/or limit quantities sold.

Lowe's is offering to supply materials only. Lowe's is not offering engineering, architecture, or general contracting services or advice. Lowe's is not responsible for the selection or choice of materials for a general or specific use; for quantities or sizing of materials; for the use or installation of materials; or for compliance with any building code or standard of workmanship.

This quote is based on Lowe's standard commercial terms. Lowe's does not agree to terms and conditions (including, but not limited to, governmental regulations) not specifically indicated or referenced in the request for this quote. If terms and conditions are presented, product selection and pricing may change pending legal review.



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

AGENDA ITEM NO. 9.c.24.

MEETING DATE: October 6, 2025

SUBJECT: Purchase Requisition, Tires for Police Vehicles (as needed); Southern Tire Mart, Inc., not to exceed \$20,000.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

Recommendation:

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

**Approval of the Consent Agenda will approve this expense in the amount of
\$ _____ to _____.**



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

AGENDA ITEM NO. 9.c.25.

MEETING DATE: October 6, 2025

**SUBJECT: Purchase Requisition, Routine Maintenance Parts for Police Vehicles (as needed);
Northport Auto Supply, not to exceed \$15,000.00**

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes, Gerald Burton

Summary:

On behalf of the Police Department, the Public Works Department is respectfully requesting your approval to pay Northport Auto Supply for routine maintenance parts on an as-needed basis for police vehicles. Having prior purchasing approval allows us to do so without delay, which is crucial to getting these vehicles back in service in a timely manner. Based on the amounts spent in the past two fiscal years on maintenance parts and for Police vehicles, we are estimating the need to spend approximately \$15,000.00 from October 1, 2025, through September 30, 2026.

This \$15,000.00 planned expense for Police vehicles is part of the \$100,000.00 allotted to the Police Department's Vehicle Maintenance and Repair account fund in the City Council-approved Fiscal Year 2026 Budget. Payments would be made once the product is received.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-33-000-50367 Amount: \$20,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount not to exceed \$20,000 to Northport Auto Supply.



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

AGENDA ITEM NO. 11.b.1.

MEETING DATE: October 6, 2025

SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1902 Hudson Bay Drive

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Please find attached, a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1902 Hudson Bay Drive. The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. N/A Amount: N/A

Motion for Consideration:

I move to adopt the resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1902 Hudson Bay Drive.

RESOLUTION NO. 25-

RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND AUTHORIZING THE FILING OF A LIEN FOR PROPERTY LOCATED AT 1902 HUDSON BAY DRIVE

WHEREAS, the person last assessed for the property taxes at property located at 1902 Hudson Bay Drive, Northport, Alabama, is Secretary of Housing Urban Development as recorded in Deed Book 2018, Page 55963, more particularly described as:

Lot 97 Northwood No. 12, Fifth Section, a map of plat of which is recorded in Plat Book 11, at Page 31 in the Probate Office of Tuscaloosa County, Alabama.

Also known as Parcel ID No. 63-20-08-34-3-007-004.000

WHEREAS, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

WHEREAS, the cost of said abatement is \$765.00 and the cost of all legal advertising related thereto is \$67.95; and

WHEREAS, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

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

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located at 1902 Hudson Bay Drive, Northport, Alabama, as recorded in Deed Book 2018, Page 55963, is hereby fixed at \$832.95.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 6th day of October 2025 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

RESOLVED AND DONE THIS 6th DAY OF OCTOBER, 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: October 6, 2025
Motion By:
Second By:



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

AGENDA ITEM NO. 11.c.1.

MEETING DATE: October 6, 2025

SUBJECT: Second Reading, Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 1203 EJ James Jr Parkway.

Unfinished Business:
Public Hearing: X

New Business:
First Reading:

Consent Agenda:
Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

Please find attached a proposed resolution fixing the cost of demolition and authorizing the filing of a lien for the property located at 1203 EJ James Jr. Parkway. The demolition was done at the City's efforts and expense.

Recommendation:

To adopt the attached Resolution.

Funding Source/GL Code:

GL Code No. Amount: \$4,057.55

Motion for Consideration:

I make a motion to approve the resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 1203 EJ James Jr Parkway.

RESOLUTION NO. 25 -

RESOLUTION FIXING THE COST OF DEMOLITION OF STRUCTURES AND AUTHORIZING THE FILING OF A LIEN

WHEREAS, the person(s) last assessing the real property located at 1203 EJ James Jr. Parkway for state taxes is Dorothy Mayfield, the deed to said real property being recorded in Deed Book 1999, at Page 10251; and,

WHEREAS, the structure as located on said property in the City of Northport have been demolished by the City of Northport pursuant to Article II (Demolition of Unsafe Buildings) of the Northport City Code and Sections 11-53B-1, et seq., Code of Alabama (1975), as amended; and,

WHEREAS, the Building Inspector for the City of Northport has reported to the City Council that the cost of said demolition is \$3,900.00 and the cost of all legal advertising related thereto is \$143.55; and,

WHEREAS, the Alabama Code states that the cost of demolition and legal advertising shall constitute a special assessment against the lot upon which the structure was located and shall constitute a lien superior to all other liens except as provided by Sections 11-53B-5, Code of Alabama (1975), as amended.

NOW, THEREFORE, be it resolved by the City Council for the City of Northport, Alabama, as follows:

1. That the cost of all legal advertising and for the demolition of the structure(s) located at 1203 EJ James Jr Parkway and the person(s) last assessing said property for state taxes Dorothy Mayfield, as recorded at Deed Book 1999, at Page 10251, be, and it is hereby, fixed at \$4,057.55.
2. That this Resolution shall be published in accordance with the Alabama Code and the City Administrator/Clerk is authorized to file a certified copy of this Resolution in the office of the Probate Judge of Tuscaloosa County and the same shall constitute a lien in the amount of \$4,057.55 against the property at Deed Book 1999, at Page 10251.

RESOLVED AND DONE this _____ of _____, 2025.

CITY COUNCIL OF THE CITY OF
NORTHPORT

By: _____
Christy Bobo
Its President

ATTEST:

Glenda Webb
Its City Administrator-Clerk

1st Reading: September 22, 2025

By: _____

2nd Reading: October 6, 2025

Motion By: _____

Second By: _____

GORDON ROSEN (1921 – 2014)
R. BERNARD HARWOOD, JR.
JAMES J. SLEDGE
**BLAKE A. MADISON
†♦W. BRADFORD ROANE, JR.
FOSTER C. ARNOLD
††MATTHEW Q. TOMPKINS
TERRI OLIVE TOMPKINS
JENNIFER T. CRABTREE
††JANE L. CALAMUSA
KRISTOFOR D. SODERGREN
ANN L. REARDON
††LORI C. BAIRD
††JILLIAN L. GUIN WHITE
•EMILEE H. SCHEEFF



KALEB D. BEAMS
KATHLEEN ELEBASH
ALLIE S. MONTGOMERY
TAYLER S. HANSFORD
JOSEPH P. MEIGS
††CHANDLER N. WILLIAMS
♦♦JANEL C. BEASLEY

•L.L.M. in Taxation
**Certified Information Privacy Professional
†Also admitted in Florida
††Also admitted in Mississippi
♦Also admitted in Georgia
♦♦Also admitted in Mississippi

OF COUNSEL
KENNETH D. DAVIS

April 15, 2025

Writer's Email Address:
farnold@rosenharwood.com

Rosen Harwood Internal File No. 25-436

Tyler Mitchell,
City of Northport, Chief Building Official
3500 McFarland Blvd.
Northport, AL 35476

**RE: Request for Title Report
1203 EJ James Jr. Pkwy, Northport, AL 35476**

Dear Mr. Mitchell:

Per your request, we have examined title from September 2, 1937 through April 6, 2025 and offer the following summary Title Report on the above reference property. Copies of reference documents may be provided upon request.

Address: 1203 EJ James Jr. Pkwy, Northport, AL 35476 (See Note below)

Ad Valorem Tax Parcel ID#: 63-31-05-15-2-010-014.000

Legal: See Exhibit "A" attached hereto and incorporated by reference herein as if fully set out (hereinafter the "Subject Property").

Owner(s) of record (the "Owner") (Subject to further Requirements set forth below)

Life Estate: Dorothy Ann Mayfield.

Remainder: Derrick Hardy and David Lee Price and Shannon Colvin Patrick, and Sharon Price.

Ad Valorem Taxes are Assessed to: Dorothy Ann Mayfield

Tax Amount: Ad valorem taxes for 2024 in the amount of \$228.69 were paid to the Tuscaloosa County Tax Collector on December 19, 2024 by F. Elaine Hayes.

Notes: Tax Assessment shows the Subject Property as having an address of 1203 15th Street Court, Northport, AL 35476.

Sources of Title: Deed Book 1233, at Page 54, and Deed Book 1999, at Page 1025

Chain of Title: Ethel R. McGuire and J.H. McGuire conveyed by Warranty Deed to Isaac Mayfield as recorded September 28, 1937 in Deed Book 188, at Page 233. Affidavit recorded in Deed Book 1999, at Page 13996 demonstrates that Isaac Lewis Mayfield, Jr. was the sole heir at law of Isaac Mayfield. Isaac Lewis Mayfield, Jr. conveyed by Warranty Deed to Carrie M. Colvin as recorded March 18, 1996 at Deed Book 1233, at Page 54. Carrie M. Colvin conveyed a life estate only to Dorothy Ann Mayfield as recorded July 9, 1999, at Deed Book 1999, at Page 10251. There is no further instrument or estate covering the interest of Dorothy Ann Mayfield. As a result, the life estate is currently owned by Dorothy Ann Mayfield. If deceased, this life estate of Dorothy Ann Mayfield has terminated. An Affidavit recorded in Deed Book 2017, at Page 763 and in Deed Book 2017, at Page 765 indicate that Derrick Hardy, David Lee Price, Shannon Patrick, and Sharon Price are the successors in interest to the remainder interest owned by Carrie M. Colvin.

PLEASE NOTE, the above does not constitute the entire chain of title for the Subject Property but a reasonable search for 88 years. Please advise if you wish to have the search go back further.

Mortgages Found: NONE

Judgments/Other Liens Found:

- a) Possible Judgment against one certain LeDerrick Hardy as recorded in Judgment Book 2016, at Page 5520 in favor of Alabama One Credit Union.
- b) Possible Judgment against one certain David Price as recorded in Judgment Book 2017, at Page 4062 in favor of West Alabama Emergency Physicians.
- c) Possible Judgment against one certain Sharon Price as recorded in Judgment Book 202, at Page 5068 in favor of the State of Alabama Department of Revenue.

In addition to the matters set forth above, ownership of the Subject Property is subject to the following Exceptions to title:

- 1. Any encroachments, overlaps, unrecorded easements, deficiency in quantity of grounds, or any matters not of record, which would be disclosed by an accurate and/or up-to-date survey of and inspection of the premises;
- 2. Ad valorem taxes for the 2025 year and subsequent years.
- 3. There are no recorded municipal or zoning assessments, during the scope of the title search, filed against the Subject Property; however, you are charged with the knowledge of any such assessment and/or improvement that may give rise to an assessment that would be known upon inspection of the Subject Property.
- 4. All rights-of-way, easements, and restrictive covenants applicable to the Subject Property recorded in the Probate Office of Tuscaloosa County, whether or not specifically set forth hereinbelow.

5. If the Chain of Title includes a conveyance by an entity (including but not limited to a corporation, limited liability company, limited liability partnership, general partnership), this report does not make any representation as to the due and proper formation of such entity or the identity of duly authorized managing signatory(ies) therefor having executed any such instrument.
6. No representation or warranty is made with this Title Report as to compliance or non-compliance of the Subject Property with applicable local zoning ordinances or subdivision statutes.
7. Rights of parties in possession other than the record title Owner(s).
8. Any claim to ownership of minerals (or similar substances) and mining rights thereto including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Subject Property or produced from the Subject Property, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights appear in the Public Records or are shown specifically in the exceptions below.
9. We have not requested or performed an environmental audit and make no such representations are made with this Title Report regarding the same as to the past or present condition of the Subject Property for hazardous substances;
10. This report does not attempt to confirm ownership of an exact amount of acreage or square feet contained within the Subject Property;
11. No representation or warranty has been made for the status of legal right of access to the Subject Property.
12. If adjacent to a publicly dedicated road, the Subject Property is potentially subject to any existing rights-of-way therefor which could predate the underlying scope of the search described above.
13. No representation or warranty is made with this Title Report as to the accuracy of any marital status recitation or homestead recitation set forth in any instrument in the Chain of Title.

REQUIREMENT: Should any of the above-listed owners of the Remainder Interest now be deceased, please inform the undersigned for an update of this opinion as further work to confirm heirship or devise devolution, may be necessary on your part and further Requirements may be necessary to determined the current ownership.

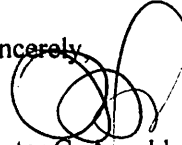
REQUIREMENT: Obtain a death certificate for Dorothy Ann Mayfield, if deceased.

City of Northport
April 15, 2025

This Title Report is limited to the matters expressly set forth in this letter. No other opinions beyond the matters expressly stated herein should be concluded by or inferred from this Title Report. This Title Report has an effective date set forth below. This Title Report is furnished to the City of Northport for its sole intended use. The benefit of this Title Report shall not run to any other third party without the express permission of the undersigned attorney. This liability of the undersigned is limited to the amount paid for this Title Report as set forth below.

This Title Report is made effective as of April 6, 2025 @ 8:00 AM.

Sincerely,

A handwritten signature in black ink, consisting of several overlapping loops and a final flourish.

Foster C. Arnold

Fee Invoiced for Title Report \$400.00

cc: Ronald L. Davis (via email)

Exhibit "A"

Begin at the Northeast corner of Lot 15 in Moore Subdivision in the Town of Northport, Alabama; run thence in a Westerly direction along the North line of said Lot 15 twenty five feet for a starting point. From this starting point continue in a Westerly direction along said North line 40 feet to a point; thence in a Southerly direction parallel with the West boundary line of said lot to the South boundary line of said lot; thence Eastwardly along said South line 40 feet to a point; thence Northwardly and parallel with the West boundary line of said lot to the point of beginning.

Condemnation Order - Break Down
Project # 1203 EJ James Jr Pkwy
Ordinance 2271

Contractor - Pasteur Construction	\$3,900.00
Legal Advertisement - Northport Gazette	\$143.55
Filing Fee	\$14.00
Total	<u>\$4,057.55</u>



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

CITY OF NORTHPORT

CERTIFICATION OF RECORD

I, Tera Tubbs, as the Interim City Administrator/Clerk of the City of Northport, Alabama, do hereby certify that the foregoing is a true copy of:

Resolution: _____ Entitled: Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 1203 EJ James Jr Parkway.

The original of this document is filed in the office of the City Clerk.

I further certify that the said original was duly adopted by the Northport City Council in public session on _____ 2025, a quorum being present, as recorded in the official minutes of the City Council.

Certified this _____ day of _____, 2025.

S E A L

Tera Tubbs
Interim City Administrator



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

AGENDA ITEM NO. 11.c.2.

MEETING DATE: October 6, 2025

SUBJECT: Second Reading, Ordinance Ordering Demolition of an Unsafe Structure Located at 2801 17th Avenue.

Unfinished Business: X

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure and vehicles located at 2801 17th Avenue is unsafe and dangerous to public health. We are recommending the structure and vehicles be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

That this structure be demolished.

Funding Source/GL Code:

GL Code No. 01-45-000-54101 Amount: \$

Motion for Consideration:

I make a motion to approve the demolition of the structure and vehicles located at 2801 17th Avenue.

ORDINANCE NO.

ORDINANCE ORDERING DEMOLITION OF UNSAFE STRUCTURES

WHEREAS, pursuant to Article II (Demolition of Unsafe Buildings) of the Northport City Code and Sections 11-53B-1, et seq., Code of Alabama (1975), as amended, the appropriate City official of the City of Northport has found that the following building, structure, or part thereof, or party wall or foundation and vehicles, in the City of Northport, are unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance:

2801 17th Avenue, Northport, AL 35476

WHEREAS, all appropriate notifications and time periods have been complied with by the appropriate City official for the City of Northport; and

WHEREAS, on the 6th day of October, 2025, a public hearing was held by the Northport City Council, at which time the Chief of Building Inspections for the City of Northport appeared and set forth reasons for his findings.

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

1. That the Northport City Council finds that the following building, structure, or part thereof, or party wall or foundation and vehicles, in the City of Northport, to-wit: **2801 17th Avenue, Northport, AL 35476** is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation and vehicles, are hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53B-1, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Ordinance are separable. If any part or parts of this Ordinance are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Ordinance expressly does not repeal any other provisions of the Code of Ordinances of the City of Northport, Alabama.
5. This Ordinance shall become effective immediately upon its passage or otherwise becoming law.

ORDAINED AND DONE this 6th day of October, 2025.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the 6th day of October, 2025

Dr. John Hinton, Mayor

I hereby certify that the above and foregoing Ordinance was published on _____, 2025,
in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda Webb.
City Administrator-Clerk

1st Reading: September 8, 2025
Motion:
2nd Reading: October 6, 2025
Motion By:
Second By:
Publication:



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

CITY OF NORTHPORT

CERTIFICATION OF RECORD

I, Glenda D. Webb, as the City Administrator/Clerk of the City of Northport, Alabama, do hereby certify that the foregoing is a true copy of:

Ordinance: _____ Entitled: Ordinance ordering demolition of unsafe structures located at 2801 17th Avenue.

The original of this document is filed in the office of the City Clerk.

I further certify that the said original was duly adopted by the Northport City Council in public session on _____ 2025, a quorum being present, as recorded in the official minutes of the City Council.

Certified this _____ day of _____, 2025.

S E A L

Glenda D. Webb
City Administrator/Clerk

GORDON ROSEN (1921 – 2014)
R. BERNARD HARWOOD, JR.
JAMES J. SLEDGE
**BLAKE A. MADISON
†♦W. BRADFORD ROANE, JR.
FOSTER C. ARNOLD
††MATTHEW Q. TOMPKINS
TERRI OLIVE TOMPKINS
JENNIFER T. CRABTREE
††JANE L. CALAMUSA
KRISTOFOR D. SODERGREN
ANN L. REARDON
††LORI C. BAIRD
††JILLIAN L. GUIN WHITE
*EMILEE H. SCHEEFF



KALEB D. BEAMS
KATHLEEN ELEBASH
ALLIE S. MONTGOMERY
TAYLER S. HANSFORD
JOSEPH P. MEIGS
††CHANDLER N. WILLIAMS
♦♦JANEL C. BEASLEY

*L.L.M. in Taxation

**Certified Information Privacy Professional

†Also admitted in Florida

††Also admitted in Mississippi

♦Also admitted in Georgia

♦♦Also admitted in Mississippi

OF COUNSEL
KENNETH D. DAVIS

April 28, 2025

Writer's Email Address:
farnold@rosenharwood.com

Rosen Harwood Internal File No. 25-533
Tyler Mitchell,
City of Northport, Chief Building Official
3500 McFarland Blvd.
Northport, AL 35476

RE: Request for Title Report
2801 17TH Avenue, Northport, AL 35476

Dear Mr. Mitchell:

Per your request, we have examined title from May 1971 through April 21, 2025 and offer the following summary Title Report on the above reference property. Copies of reference documents may be provided upon request.

Address: 2801 17TH Avenue, Northport, AL 35476

Ad Valorem Tax Parcel ID#: 63-31-02-10-3-002-004.000

Legal: See Exhibit "A" attached hereto and incorporated by reference herein as if fully set out (hereinafter the "Subject Property").

Owner(s) of record (the "Owners"): Bobby C. Allred, Jr., Pamela Allred Lyons, Susan Allred White, and Jeanie Marie Allred Shanahan

Ad Valorem Taxes are Assessed to: Bobby C. Allred, Jr. Et al.

Tax Amount: For the 2024 Ad Valorem Tax Year the current Owner was exempt.

Sources of Title: Deed Book 2004, at Page 3032 as corrected by Deed Book 2024, at Page 10479

(Note: Grantor in these two instruments, namely Vonda Lee Allred who reserved a life estate is now deceased as of March 27, 2009.

Chain of Title: Roger Ray Griffin and Geraldine P. Griffin conveyed by Warranty Deed with Joint Rights of Survivorship to Bobby Carless Allred, Sr. (deceased on or about February 19, 1993) and Geraldine P. Griffin as recorded May 12, 1971, in Deed Book 594, at Page 331. Vonda Lee Allred conveyed by Warranty Deed to Bobby C. Allred, Jr., Pamela Allred Lyons, Susan Allred White, and Jeanie Marie Allred Shanahan as recorded February 5, 2004, in Deed Book 2004, at Page 3032, which instrument was corrected by Correction Warranty Deed from Vonda Lee Allred to Bobby C. Allred, Jr., Pamela Allred Lyons, Susan Allred White, and Jeanie Marie Allred Shanahan, reserving a Life Estate in Vonda Lee Allred (deceased on or about March 27, 2009) as recorded April 28, 2004, in Deed Book 2004, at Page 10479.

PLEASE NOTE, the above does not constitute the entire chain of title for the Subject Property but a reasonable search for 54 years. Please advise if you wish to have the search go back further.

Mortgages Found: NONE.

Judgments/Other Liens Found:

Judgment against one certain Pam Lyons in favor of Alabama Credit Union in the original amount of \$3,942.29 as recorded April 29, 2015, in Judgment Book 2015, at Page 2338 in the Probate Office of Tuscaloosa County, Alabama. Note: This judgment expires by date the day following the issuance of this Title Report (April 29, 2025), unless duly and properly extended by a filing of the same according to Alabama law.

Judgment against one certain Susan A. White in favor of DCH Healthcare Authority d/b/a DCH Regional Medical Center in the original amount of \$3,467.66 as recorded September 21, 2016, in Judgment Book 2016, at Page 4924 in the Probate Office of Tuscaloosa County, Alabama.

In addition to the matters set forth above, ownership of the Subject Property is subject to the following Exceptions to title:

1. Any encroachments, overlaps, unrecorded easements, deficiency in quantity of grounds, or any matters not of record, which would be disclosed by an accurate and/or up-to-date survey of and inspection of the premises;
2. Ad valorem taxes for the 2025 year and subsequent years.
3. There are no recorded municipal or zoning assessments, during the scope of the title search, filed against the Subject Property; however, you are charged with the knowledge of any such assessment and/or improvement that may give rise to an assessment that would be known upon inspection of the Subject Property.
4. All rights-of-way, easements, and restrictive covenants applicable to the Subject Property recorded in the Probate Office of Tuscaloosa County, whether or not specifically set forth hereinbelow.

5. If the Chain of Title includes a conveyance by an entity (including but not limited to a corporation, limited liability company, limited liability partnership, general partnership), this report does not make any representation as to the due and proper formation of such entity or the identity of duly authorized managing signatory(ies) therefor having executed any such instrument.
6. No representation or warranty is made with this Title Report as to compliance or non-compliance of the Subject Property with applicable local zoning ordinances or subdivision statutes.
7. Rights of parties in possession other than the record title Owner(s).
8. Any claim to ownership of minerals (or similar substances) and mining rights thereto including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Subject Property or produced from the Subject Property, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights appear in the Public Records or are shown specifically in the exceptions below.
9. We have not requested or performed an environmental audit and make no such representations are made with this Title Report regarding the same as to the past or present condition of the Subject Property for hazardous substances;
10. This report does not attempt to confirm ownership of an exact amount of acreage or square feet contained within the Subject Property;
11. No representation or warranty has been made for the status of legal right of access to the Subject Property.
12. If adjacent to a publicly dedicated road, the Subject Property is potentially subject to any existing rights-of-way therefor which could predate the underlying scope of the search described above.
13. No representation or warranty is made with this Title Report as to the accuracy of any marital status recitation or homestead recitation set forth in any instrument in the Chain of Title.
14. Minimum building lines, easements, notes, conditions, and other matters shown on the Plat for the Property as set forth in Plat Book 2, at Page 36 recorded in the Probate Office of Tuscaloosa County, Alabama.

REQUIREMENTS:

- 1) The Judgments listed hereinabove against certain owners are of record in time and thus superior to any instrument to be taken by the City of Northport. Proper extinguishment of said Judgment is advised by payment and satisfaction of the same.**

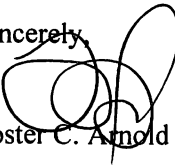
This Title Report is limited to the matters expressly set forth in this letter. No other opinions beyond the matters expressly stated herein should be concluded by or inferred from this Title Report. This Title Report has an effective date set forth below. This Title Report is furnished to the City of Northport for its sole intended use. The benefit of this Title Report shall not run to any other third party without the

City of Northport
April 28, 2025

express permission of the undersigned attorney. This liability of the undersigned is limited to the amount paid for this Title Report as set forth below.

This Title Report is made effective as of May 21, 2025 @ 8:00 AM.

Sincerely,

A handwritten signature in black ink, appearing to be 'Foster C. Arnold', written over the word 'Sincerely,'.

Foster C. Arnold

Fee Invoiced for Title Report \$450.00

cc: Ronald L. Davis (via email)

Exhibit “A”

Lots One (1) and Two (2), Block 10 of Kennedy’s Addition to Northport, a map or plat of which is recorded in Plat Book 2, at Page 36 in the Probate Office of Tuscaloosa County, Alabama, reference to which map or plat is made in aid of and as a part of this description.



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

July 29, 2025

Jeanie Marie Allred Shanahan

2801 17th Avenue

Northport, AL 35476

**RE: NOTICE OF UNSAFE STRUCTURE AT – 2801 17th Avenue, Northport, AL 35476
TAX PARCEL I.D. # 63-31-02-10-3-002-004.000**

To Whom It May Concern:

This letter is to notify you, pursuant to Article II - Demolition of Unsafe Buildings of the Northport City Code, the structure(s) and vehicles located on the above-referenced property have been inspected. It has been determined that the structure(s) and vehicles are unsafe to the extent of becoming a public nuisance. I have enclosed with this letter photographs of the subject structure(s) and vehicles.

The owner/owners of the above-referenced property have forty-five (45) days from the date of this notice to demolish and remove said structure, all associated debris, and vehicles. Prior to demolition, a permit from the City must be obtained. At the end of such forty-five (45) day period, if any unsafe conditions remain on the subject property, a public hearing will be held on September 22, 2025 by the Northport City Council. After a public hearing has been held, the City Council will have the authority to demolish and remove the structure, associated debris, and vehicles. The cost associated with the demolition will be assessed against the property. The assessment must be paid within thirty (30) days of being approved by the City Council in accordance with Section 11-53B-7, Code of Alabama (1975), as amended. If the assessment is not paid, the City will proceed to collect the assessment as provided in Section 11-53B-8, Code of Alabama (1975), as amended, which may include the sale of said parcel at public auction.

If you have any questions, please do not hesitate to contact me at 339-7000.

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: Photographs and Inspection Report

P.O. BOX 569 • NORTHPORT, ALABAMA 35476 • (205) 339-7000
www.cityofnorthport.org

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **2801 17th Avenue, Northport, AL 35476**
OWNER: **Jeanie Marie Allred Shanahan**

PROPERTY MAINTANANCE CODE

☒ Main Dwelling	301
☒ Accessory Structure	302.7
Foundations:	304.1.1/304.5
☒ Foundation Wall Damaged	
☒ Foundation Piers Damaged	
Footings Damaged	
Sill Plates	304.1.1(7)
☒ Foundation Sill Rotted	
Floor Joist	304.1.1(9)
☒ Floor Joist Sagging	
☒ Floor Joist Rotted	
Exterior Wall	304.1.1(10)/304.6
☒ Weather Boarding Rotted	
☒ Bearing Wall Sagging	
☒ Bearing Wall Rotted	
Interior Floors Ceiling	305/305.1.1/305.3
☒ Flooring Rotted/Cracks/Holes	
☒ Ceiling Rotted/Cracks/Holes	
Roof	304.1.1(8)
☒ Rafters Sagging	
☒ Rafters Rotted	
☒ Roof Decking Rotted	
☒ Eaves Rotted	
Windows	304.13.1
☒ Windows Rotted	
☒ Glazing Broken in Windows	
Stairs	304.1.1(12)/304.10
☒ Stairway Component Structurally Unsound	
Electrical Wiring	604/605
☒ Wiring system unsafe	
Sanitation Requirements	308.1/501/505/506
☒ No Potable Water	
☒ Rubbish under/around Building	
Improper Plumbing Fixtures	



CITY OF NORTHPORT

OWNER: Jeanie Marie Allred Shanahan

MAILING ADDRESS: 2801 17th Avenue, Northport, AL 35476

LOCATION OF STRUCTURE: 2801 17th Avenue, Northport, AL 35476

July 29, 2025

NOTICE

DO NOT REMOVE

This is to notify you that an examination was made at the above designated building or structure, and it was found to be unfit for human habitation. Specifically, the defects will be noted on Exhibit "A" in letter to owner.

Notice is hereby given that the building or structure is declared to be unfit for human habitation and declared to be a nuisance under the authority of the Alabama Code Section 11-53B-1, et seq.

Unless the defects noted in Exhibit "A" are correct within forty-five (45) days from the date of this notice, said building or structure will be repaired or demolished, and the costs of doing so will be assessed against the property.

If you wish to contest any of the above findings, you may do so by filing a written request for a hearing before the City Council. Such request must be filed no later than thirty (30) days from the date of this Notice.

BUILDING OFFICIAL



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

July 29, 2025

Bobby C. Allred, Jr.

2801 17th Avenue

Northport, AL 35476

**RE: NOTICE OF UNSAFE STRUCTURE AT – 2801 17th Avenue, Northport, AL 35476
TAX PARCEL I.D. # 63-31-02-10-3-002-004.000**

To Whom It May Concern:

This letter is to notify you, pursuant to Article II - Demolition of Unsafe Buildings of the Northport City Code, the structure(s) and vehicles located on the above-referenced property have been inspected. It has been determined that the structure(s) and vehicles are unsafe to the extent of becoming a public nuisance. I have enclosed with this letter photographs of the subject structure(s) and vehicles.

The owner/owners of the above-referenced property have forty-five (45) days from the date of this notice to demolish and remove said structure, all associated debris, and vehicles. Prior to demolition, a permit from the City must be obtained. At the end of such forty-five (45) day period, if any unsafe conditions remain on the subject property, a public hearing will be held on September 22, 2025 by the Northport City Council. After a public hearing has been held, the City Council will have the authority to demolish and remove the structure, associated debris, and vehicles. The cost associated with the demolition will be assessed against the property. The assessment must be paid within thirty (30) days of being approved by the City Council in accordance with Section 11-53B-7, Code of Alabama (1975), as amended. If the assessment is not paid, the City will proceed to collect the assessment as provided in Section 11-53B-8, Code of Alabama (1975), as amended, which may include the sale of said parcel at public auction.

If you have any questions, please do not hesitate to contact me at 339-7000.

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: Photographs and Inspection Report

P.O. BOX 569 • NORTHPORT, ALABAMA 35476 • (205) 339-7000
www.cityofnorthport.org

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **2801 17th Avenue, Northport, AL 35476**
OWNER: **Bobby C. Allred, Jr.**

PROPERTY MAINTANANCE CODE

☒ Main Dwelling	301
☒ Accessory Structure	302.7
Foundations:	304.1.1/304.5
☒ Foundation Wall Damaged	
☒ Foundation Piers Damaged	
Footings Damaged	
Sill Plates	304.1.1(7)
☒ Foundation Sill Rotted	
Floor Joist	304.1.1(9)
☒ Floor Joist Sagging	
☒ Floor Joist Rotted	
Exterior Wall	304.1.1(10)/304.6
☒ Weather Boarding Rotted	
☒ Bearing Wall Sagging	
☒ Bearing Wall Rotted	
Interior Floors Ceiling	305/305.1.1/305.3
☒ Flooring Rotted/Cracks/Holes	
☒ Ceiling Rotted/Cracks/Holes	
Roof	304.1.1(8)
☒ Rafters Sagging	
☒ Rafters Rotted	
☒ Roof Decking Rotted	
☒ Eaves Rotted	
Windows	304.13.1
☒ Windows Rotted	
☒ Glazing Broken in Windows	
Stairs	304.1.1(12)/304.10
☒ Stairway Component Structurally Unsound	
Electrical Wiring	604/605
☒ Wiring system unsafe	
Sanitation Requirements	308.1/501/505/506
☒ No Potable Water	
☒ Rubbish under/around Building	
Improper Plumbing Fixtures	



CITY OF NORTHPORT

OWNER: Bobby C. Allred, Jr.

MAILING ADDRESS: 2801 17th Avenue, Northport, AL

LOCATION OF STRUCTURE: 2801 17th Avenue, Northport, AL 35476

July 29, 2025

NOTICE

DO NOT REMOVE

This is to notify you that an examination was made at the above designated building or structure, and it was found to be unfit for human habitation. Specifically, the defects will be noted on Exhibit "A" in letter to owner.

Notice is hereby given that the building or structure is declared to be unfit for human habitation and declared to be a nuisance under the authority of the Alabama Code Section 11-53B-1, et seq.

Unless the defects noted in Exhibit "A" are correct within forty-five (45) days from the date of this notice, said building or structure will be repaired or demolished, and the costs of doing so will be assessed against the property.

If you wish to contest any of the above findings, you may do so by filing a written request for a hearing before the City Council. Such request must be filed no later than thirty (30) days from the date of this Notice.

BUILDING OFFICIAL



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

July 29, 2025

Pamela Allred Lyons

43 Booth Estates

Northport, AL 35473

**RE: NOTICE OF UNSAFE STRUCTURE AT – 2801 17th Avenue, Northport, AL 35476
TAX PARCEL I.D. # 63-31-02-10-3-002-004.000**

To Whom It May Concern:

This letter is to notify you, pursuant to Article II - Demolition of Unsafe Buildings of the Northport City Code, the structure(s) and vehicles located on the above-referenced property have been inspected. It has been determined that the structure(s) and vehicles are unsafe to the extent of becoming a public nuisance. I have enclosed with this letter photographs of the subject structure(s) and vehicles.

The owner/owners of the above-referenced property have forty-five (45) days from the date of this notice to demolish and remove said structure, all associated debris, and vehicles. Prior to demolition, a permit from the City must be obtained. At the end of such forty-five (45) day period, if any unsafe conditions remain on the subject property, a public hearing will be held on September 22, 2025 by the Northport City Council. After a public hearing has been held, the City Council will have the authority to demolish and remove the structure, associated debris, and vehicles. The cost associated with the demolition will be assessed against the property. The assessment must be paid within thirty (30) days of being approved by the City Council in accordance with Section 11-53B-7, Code of Alabama (1975), as amended. If the assessment is not paid, the City will proceed to collect the assessment as provided in Section 11-53B-8, Code of Alabama (1975), as amended, which may include the sale of said parcel at public auction.

If you have any questions, please do not hesitate to contact me at 339-7000.

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: Photographs and Inspection Report

P.O. BOX 569 • NORTHPORT, ALABAMA 35476 • (205) 339-7000
www.cityofnorthport.org

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **2801 17th Avenue, Northport, AL 35476**
OWNER: **Pamela Allred Lyons**

PROPERTY MAINTANANCE CODE

☒ Main Dwelling	301
☒ Accessory Structure	302.7
Foundations:	304.1.1/304.5
☒ Foundation Wall Damaged	
☒ Foundation Piers Damaged	
Footings Damaged	
Sill Plates	304.1.1(7)
☒ Foundation Sill Rotted	
Floor Joist	304.1.1(9)
☒ Floor Joist Sagging	
☒ Floor Joist Rotted	
Exterior Wall	304.1.1(10)/304.6
☒ Weather Boarding Rotted	
☒ Bearing Wall Sagging	
☒ Bearing Wall Rotted	
Interior Floors Ceiling	305/305.1.1/305.3
☒ Flooring Rotted/Cracks/Holes	
☒ Ceiling Rotted/Cracks/Holes	
Roof	304.1.1(8)
☒ Rafters Sagging	
☒ Rafters Rotted	
☒ Roof Decking Rotted	
☒ Eaves Rotted	
Windows	304.13.1
☒ Windows Rotted	
☒ Glazing Broken in Windows	
Stairs	304.1.1(12)/304.10
☒ Stairway Component Structurally Unsound	
Electrical Wiring	604/605
☒ Wiring system unsafe	
Sanitation Requirements	308.1/501/505/506
☒ No Potable Water	
☒ Rubbish under/around Building	
Improper Plumbing Fixtures	



CITY OF NORTHPORT

OWNER: Pamela Allred Lyons

MAILING ADDRESS: 43 Booth Estates, Northport, AL 35473

LOCATION OF STRUCTURE: 2801 17th Avenue, Northport, AL 35476

July 29, 2025

NOTICE

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Notice is hereby given that the building or structure is declared to be unfit for human habitation and declared to be a nuisance under the authority of the Alabama Code Section 11-53B-1, et seq.

Unless the defects noted in Exhibit "A" are correct within forty-five (45) days from the date of this notice, said building or structure will be repaired or demolished, and the costs of doing so will be assessed against the property.

If you wish to contest any of the above findings, you may do so by filing a written request for a hearing before the City Council. Such request must be filed no later than thirty (30) days from the date of this Notice.

BUILDING OFFICIAL



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

July 29, 2025

Susan Allred White

2801 17th Avenue

Northport, AL 35476

**RE: NOTICE OF UNSAFE STRUCTURE AT – 2801 17th Avenue, Northport, AL 35476
TAX PARCEL I.D. # 63-31-02-10-3-002-004.000**

To Whom It May Concern:

This letter is to notify you, pursuant to Article II - Demolition of Unsafe Buildings of the Northport City Code, the structure(s) and vehicles located on the above-referenced property have been inspected. It has been determined that the structure(s) and vehicles are unsafe to the extent of becoming a public nuisance. I have enclosed with this letter photographs of the subject structure(s) and vehicles.

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Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: Photographs and Inspection Report

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www.cityofnorthport.org

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **2801 17th Avenue, Northport, AL 35476**
OWNER: **Susan Allred White**

PROPERTY MAINTANANCE CODE

☒ Main Dwelling	301
☒ Accessory Structure	302.7
Foundations:	304.1.1/304.5
☒ Foundation Wall Damaged	
☒ Foundation Piers Damaged	
Footings Damaged	
Sill Plates	304.1.1(7)
☒ Foundation Sill Rotted	
Floor Joist	304.1.1(9)
☒ Floor Joist Sagging	
☒ Floor Joist Rotted	
Exterior Wall	304.1.1(10)/304.6
☒ Weather Boarding Rotted	
☒ Bearing Wall Sagging	
☒ Bearing Wall Rotted	
Interior Floors Ceiling	305/305.1.1/305.3
☒ Flooring Rotted/Cracks/Holes	
☒ Ceiling Rotted/Cracks/Holes	
Roof	304.1.1(8)
☒ Rafters Sagging	
☒ Rafters Rotted	
☒ Roof Decking Rotted	
☒ Eaves Rotted	
Windows	304.13.1
☒ Windows Rotted	
☒ Glazing Broken in Windows	
Stairs	304.1.1(12)/304.10
☒ Stairway Component Structurally Unsound	
Electrical Wiring	604/605
☒ Wiring system unsafe	
Sanitation Requirements	308.1/501/505/506
☒ No Potable Water	
☒ Rubbish under/around Building	
Improper Plumbing Fixtures	



CITY OF NORTHPORT

OWNER: Susan Allred White

MAILING ADDRESS: 2801 17th Avenue, Northport, AL 35476

LOCATION OF STRUCTURE: 2801 17th Avenue, Northport, AL 35476

July 29, 2025

NOTICE

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Unless the defects noted in Exhibit "A" are correct within forty-five (45) days from the date of this notice, said building or structure will be repaired or demolished, and the costs of doing so will be assessed against the property.

If you wish to contest any of the above findings, you may do so by filing a written request for a hearing before the City Council. Such request must be filed no later than thirty (30) days from the date of this Notice.

BUILDING OFFICIAL



NOTICE OF MEETING OF NORTHPORT CITY COUNCIL
TO DECLARE CERTAIN STRUCTURES UNSAFE, ETC.

PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **2801 17th Avenue** in the City of Northport, which real property was last assessed for state taxes by **Jeanie Marie Allred Shanahan, Bobby C. Allred, Jr., Pamela Allred Lyons, and Susan Allred White**, is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare to the extent that it is a public nuisance.

All persons, firms, associations and corporations owning an interest in said real property are hereby called upon to do the following with respect to said structure(s), building(s), party wall(s) and/or foundation(s): (1) remedy the unsafe or dangerous condition of such building(s) or structure(s); (2) demolish the same within a reasonable time but no later than 45 days from the date of this notice; or (3) suffer such building(s) or structure(s) to be demolished by the City with the cost thereof plus the cost of all legal notices to be assessed against the property.

On the **22nd** day of **September** **2025**, the Northport City Council will hold a public meeting at City Hall, 3500 McFarland Blvd., Northport, Alabama 35476, to determine whether or not such building(s) or structure(s) is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare to the extent it is a public nuisance. All parties who wish to object to the Building Inspector's findings may do so by filing a written objection with the City Administrator, P.O. Box 569, Northport, Alabama 35476 and/or by attending said hearing in person. All parties who wish to object to the Building Inspector's findings at said hearing in person must request the same in writing at least five (5) calendar days prior to said hearing.

Tyler Mitchell, Chief Building Inspector







