

STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Courthouse in the City of Florence, Alabama, at 5:00 p.m. on the 10<sup>th</sup> day of October, 2023. The meeting was called to order by Chairman, Danny Pettus. Upon roll call the following members answered present:

Danny Pettus	Chairman
Brad Black	Commissioner, District 1
Fay Parker	Commissioner, District 2
Joe Hackworth	Commissioner, District 2

Roger Garner, Commissioner District 1 was absent.

Chairman Danny Pettus, upon declaration of a quorum being present, opened the meeting for the transaction of business.

The invocation and Pledge of Allegiance were delivered by Commissioner, Joe Hackworth.

Awards and Presentations: None

Public Comments on Agenda Items: None

Commissioner Parker moved, seconded by Commissioner Hackworth that all items listed on the regular business agenda be approved for immediate consideration. There being no discussion and upon a vote taken, motion unanimously approved. Agenda is herein recorded and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Black that the minutes of the last regular meeting of the Commission be approved for recording. There being no discussion and upon vote taken, motion unanimously approved.

Commissioner Parker moved, seconded by Commissioner Garner to approve the Lauderdale County 2024 Operating Budget for the amount of eighty-six million two hundred seventy thousand two hundred thirty-two dollars. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Parker to approve all depositories for Lauderdale County funds as being designated as qualified public depositories according to the provision of the Security for Alabama Funds Enhancement Program. There being no further discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Parker moved, seconded by Commissioner Hackworth to renew the Republic contract for a period of one year under the same terms and conditions stated in the original bid contracts for the Lauderdale County Solid Waste Department, LA2021-9 with any budget amendment needed being approved. There being no further discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Black to authorize the County Administrator, Brenda Bryant to pay all the dues and fees included in the Operating Budget for Fiscal Year 2023-2024 as allowed by the laws of the State of Alabama. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recording and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Parker to accept a proposal from Volkert, Inc. to perform a preliminary engineering study for the lump sum of seventy thousand dollars with any budget amendment needed approved. The scope of this study will be included in the proposal attached to the minutes. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Commission Parker moved, seconded by Commissioner Hackworth to agree to a revision in the Reappraisal Budget for Fiscal Year 2022-2023 amended by line items only. This detailed revision will be attached to the resolution in the recorded minutes. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Black to enter into a contract with Terracon to perform field exploration, laboratory testing, and engineering/project delivery while Lauderdale County is building the Workforce Development Center. The base fee for this proposed service will be eleven thousand nine hundred dollars, and any budget amendment needed is approved. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Black to approve cancelling the meeting on Monday, December 25<sup>th</sup>, 2023, and approving all invoiced bills for this meeting. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Black to approve pricing presented from Printers and Stationers that states they will continue to honor the pricing discounts of 34.1% for one year on general office supplies from their 2023-2024 catalog. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.



Commissioner Hackworth moved, seconded by Commissioner Black to approve the proposal with White, Lynn, Collins, and Associates for surveying services for the Workforce Development Center. The fee schedule will be attached as well as the signed proposal, and any budget amendment needed is approved. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Hackworth to make improvements to Brush Creek Park, and will hold two hundred forty-two thousand four hundred seventy-eight dollars in reserve for the purpose of matching the Land and Water Conservation Fund application. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Bid LA2024-1 "Various Print Jobs" were received, opened, and publicly read aloud on Friday, October 6<sup>th</sup>, 2023. Chairman Pettus referred to Lauderdale County Administrator, Brenda Bryant for her recommendation. Brenda Bryant recommended to accept the bid from Printers and Stationers for County Commission Letterhead, Revenue printed window envelopes, and Revenue printed envelopes, and Herald Printing for County Commissioner business cards for Roger Garner and Joe Hackworth as well as Reappraisal business cards for David Ezekiel. A motion was made by Commissioner Black, and seconded by Commissioner Parker. There being no discussion and upon a vote taken, motion was unanimously approved and Bid LA2024-1 "Various Print Jobs" is herein recorded and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Hackworth to approve FMLA leave for one employee in the Revenue Department. Chairman, Danny Pettus referred to Brenda Bryant, County Administrator, who confirmed all medical paperwork is in order. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Parker to approve reappointing Larry McCoy to the Florence-Lauderdale Tourism Board. There being no discussion and upon a vote taken, motion was unanimously approved. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

All invoiced bills were audited and ordered to be paid by a motion made by Commissioner Parker seconded by Commissioner Black. Upon a vote taken, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

LAUDERDALE COUNTY CHECKS ISSUED :  
September 25, 2023 to September 30, 2023

1 . General-Special	60831-60871	339,439.91
	Voiced Ck#s: 60870 & 60871	
2 . Agri-Business Fund	4068-4071	332.19
	Voiced Ck# 4071	
3 . Pistol Permit Revenue Reduction Fund	N/A	0.00
4 . Opioid Settlement Fund	N/A	0.00
5 . LEPA Fund	N/A	0.00
6 . Gasoline Tax Fund	18717-18729	1,662,443.36
	Voiced Ck#s: 18723, 18726-18729	
7 . Public Bldg., R & B Special	N/A	0.00
8 . Public Highway & Traffic Fund	419	330,477.14
9 . Al. Trust Capital Improvement Fund	388-389	10,408.07
10 . RRR Gasoline Tax Fund	N/A	0.00
11 . Reappraisal Fund	12621-12626	6,917.19
	Voiced Ck#s: 12625-12626	
12 . Reappraisal Money Market	N/A	0.00
13 . Tourism, Rec. & Convention Fund	618-619	5,750.00
14 . RSVP Fund	18198-18200	77.29
	Voiced Ck# 18199	
15 . Child Protection Fund	1280	1,492.14
16 . Rebuild Alabama Gas Tax Fund	1015	165,790.38
17 . Rebuild Alabama Diesel Tax Fund	N/A	0.00
18 . Federal Aid Exchange Fund	N/A	0.00
19 . Workforce Development Center Fund	1056-1058	436,365.00
20 . Special Grants Fund	N/A	0.00
21 . ARPA Revenue Reduction Fund	N/A	0.00
22 . Coronavirus Rescue Act Fund	1078	10,055.30
23 . CDBG Fund	N/A	0.00
24 . Solid Waste Fund	9276-9281	70,473.47
	Voiced Ck# 9281	
25 . Account Payable Fund	N/A	0.00
	Voiced Ck#s: 47658-47662	
26 . Fire Protection Fee Fund	5013-5026	9,228.90
27 . Industrial Development Tax Fund	1240	722,386.51
28 . Tobacco Tax Fund	3183-3185	9,507.60
29 . TVA Tax Fund	N/A	0.00
TOTAL \$		3,781,144.45



LAUDERDALE COUNTY CHECKS ISSUED :  
October 1, 2023 to October 9, 2023

1 . General-Special	60872-60908	497,547.58
2 . Agri-Business Fund	4072-4073	839.67
3 . Pistol Permit Revenue Reduction Fund	N/A	0.00
4 . Opioid Settlement Fund	N/A	0.00
5 . LEPA Fund	9050-9056	4,398.80
6 . Gasoline Tax Fund	18730-18742	147,674.22
7 . Public Bldg., R & B Special	N/A	0.00
8 . Public Highway & Traffic Fund	N/A	0.00
9 . Al. Trust Capital Improvement Fund	N/A	0.00
10 . RRR Gasoline Tax Fund	N/A	0.00
11 . Reappraisal Fund	12627-12636	31,287.23
12 . Reappraisal Money Market	N/A	0.00
13 . Tourism, Rec. & Convention Fund	N/A	0.00
14 . RSVP Fund	18201-18205	1,864.46
15 . Child Protection Fund	N/A	0.00
16 . Rebuild Alabama Gas Tax Fund	N/A	0.00
17 . Rebuild Alabama Diesel Tax Fund	N/A	0.00
18 . Federal Aid Exchange Fund	N/A	0.00
19 . Workforce Development Center Fund	N/A	0.00
20 . Special Grants Fund	N/A	0.00
21 . ARPA Revenue Reduction Fund	N/A	0.00
22 . Coronavirus Rescue Act Fund	N/A	0.00
23 . CDBG Fund	N/A	0.00
24 . Solid Waste Fund	9282-9290	120,545.04
25 . Account Payable Fund	47663-47688	225,861.42
26 . Fire Protection Fee Fund	N/A	0.00
27 . Industrial Development Tax Fund	N/A	0.00
28 . Tobacco Tax Fund	N/A	0.00
29 . TVA Tax Fund	N/A	0.00
TOTAL \$		1,030,018.42

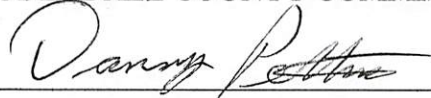
Public Hearings: None

Staff Reports: None

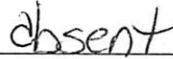
Public Comment Period: None

There being no further business to come before the Commission and upon a motion made by Commissioner Hackworth, and seconded by Commissioner Parker, the meeting was duly adjourned.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



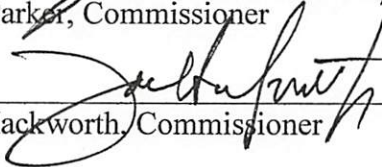
Roger Garner, Commissioner



Brad Black, Commissioner

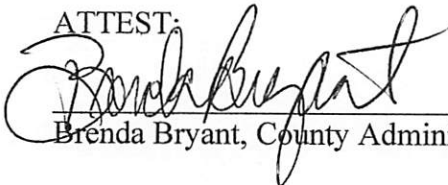


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator



**LAUDERDALE COUNTY COMMISSION**  
**REGULAR MEETING AGENDA**  
**October 10, 2023**

**A. OFFICIAL AGENDA**

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner Hackworth
4. AWARDS AND PRESENTATIONS
5. (a)PUBLIC COMMENTS ON AGENDA ITEMS

Per Rules of Procedure there is a three-minute time limit

**REGULAR BUSINESS**

1. Review and Motion to Consider Agenda Items
2. Approve minutes of last meeting
3. Resolution—Bank Depositories
4. Resolution—Republic Renewal
5. Resolution—Yearly Dues
6. Resolution—Volkert Proposal
7. Resolution—Reappraisal Budget Revision
8. Resolution—Terracon Agreement
9. Resolution—Holiday
10. Resolution—PSI
11. Resolution—White, Lynn, & Collins
12. Resolution—Land and Water Conservation Fund Application
13. Print BID LA2024-1
14. FMLA
15. Board Appointment
16. Audit and Approve Invoiced Bills

**B. SCHEDULED PUBLIC HEARINGS – none**

**C. STAFF REPORTS**

**D. PUBLIC COMMENT PERIOD - Per Rules of Procedure, three-minute time limit**

**E. ADJOURN**

STATE OF ALABAMA §

LAUDERDALE COUNTY §

### RESOLUTION

WHEREAS, it is the duty of the Lauderdale County Commission to select and designate The County Depositories for the placing therein of the County Funds for the following calendar year in an incorporated State National Bank in the County as provided for in Title 11-4-41, 1975 Code of Alabama; and

WHEREAS, the County Governing body is of the opinion that the moral and financial responsibility of the following banks are such as to warrant the said County Commission's selection as a depository for said County's fund; provided said depositories agree to secure all funds according to the provisions of the Security for Alabama Funds Enhancement, or SAFE Program (Legislative Act 2000-748). This act requires any bank in the State of Alabama accepting public fund deposits to meet the requirements to be designated as a qualified public depository. The Qualified Public Depositories will pledge eligible collateral to the State Treasurer on all public deposits creating a collateral pool.


Truist Bank- Florence, Alabama  
PNC Bank- Florence, Alabama  
Bank Independent- Florence, Alabama  
Farmers & Merchants Bank- Waterloo, Alabama  
Regions Bank- Florence, Alabama

Peoples Bank- Florence, Alabama  
First Metro Bank- Florence, Alabama  
Citizens Bank- Rogersville, Alabama  
United Community Bank- Florence, Alabama  
First Southern Bank- Florence, Alabama

NOW THEREFORE BE IT RESOLVED AND ORDERED by the Lauderdale County Commission that the afore-listed financial institutions located within Lauderdale County, Alabama, be and the same hereby designated as the eligible depositories for county funds subject to their written assurances of compliance with the SAFE Program (Legislative Act 2000-748).

Done this the 10<sup>th</sup> day of October, 2023.

LAUDERDALE COUNTY COMMISSION

  
Danny Pettus, Chairman

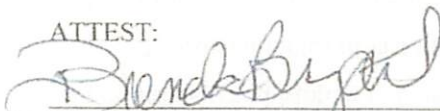
  
Roger Garner, Commissioner

  
Brad Black, Commissioner

  
Fay Parker, Commissioner

  
Joe Hackworth, Commissioner

ATTEST:

  
Brenda Bryant, County Administrator



STATE OF ALABAMA       §

LAUDERDALE COUNTY   §

RESOLUTION

WHEREAS, bid contracts were executed between the Lauderdale County Commission and the Republic Services of Huntsville for Bid No. LA2021-9 "Disposal of Solid Waste"; and

WHEREAS, by written confirmation, Republic Services have agreed to continue the current pricing provided in the original bids until September 30, 2024. This will be the third consecutive year of this contract.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein agree to renew the contract with Republic Services for a period of one year under the same terms and conditions stated in the original Bid Contract with Lauderdale County Solid Waste Department with any budget amendment needed being approved.

Done this the 10<sup>th</sup> day of October, 2023.

LAUDERDALE COUNTY COMMISSION

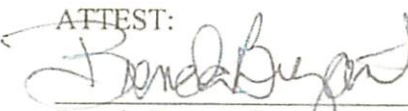
  
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Danny Pettus, Chairman

  
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Roger Garner, Commissioner

  
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Brad Black, Commissioner

  
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Fay Parker, Commissioner

  
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Joe Hackworth, Commissioner

ATTEST:  
  
\_\_\_\_\_  
Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission is charged with the responsibility of paying certain dues and fees for various offices and officials; and

WHEREAS, the Commission has included these requested dues in the operating budget for FY 2023-2024.

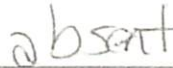
NOW THEREFORE BE IT RESOLVED, that the County Administrator is herein authorized to pay all budgeted dues and fees as allowed by the laws of the State of Alabama.

Done this the 10<sup>th</sup> day of October, 2023.

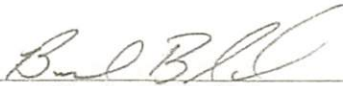
LAUDERDALE COUNTY COMMISSION



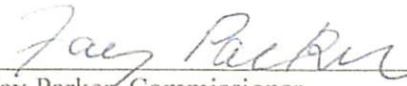
Danny Pettus, Chairman



Roger Garner, Commissioner

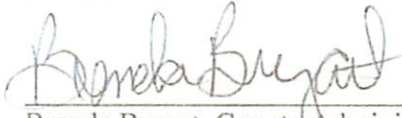


Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner



STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission would like to accept a proposal from Volkert Inc. to perform a preliminary engineering study for the lump sum of seventy thousand dollars; and

WHEREAS, the scope of work performed will include reviewing existing studies on water supplies in Eastern Lauderdale County, reviewing a potential water treatment plant location, performing preliminary water quality analysis, reviewing the feasibility of constructing a new water treatment plant utilizing Second Creek as the water source, identifying suitable water treatment processes that include an initial design of 5.0 MGD and expandable to 8.0 MGD, the proposed water treatment plant would not include PFAS treatment capabilities, and review potential water transmission line routing and potential challenges; and

NOW THEREFORE BE IT RESOLVED, that the Lauderdale County Commission agrees to the proposal presented by Volkert, Inc., and the fee of seventy thousand dollars as well as any budget amendment needed for this proposal.

Done this the 10<sup>th</sup> day of October, 2023.

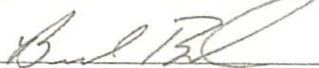
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



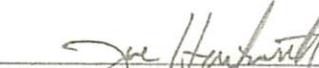
Roger Garner, Commissioner



Brad Black, Commissioner

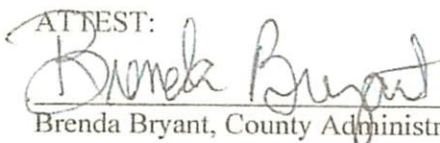


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
OWNER AND CONSULTANT**

This Agreement made and entered into this 9<sup>th</sup> day of October, 2023, by and between Lauderdale County, AL, hereafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, programming, and engineering services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the OWNER;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

**ARTICLE 1  
DEFINITIONS**

1.1 PROJECT or PROJECTS. The total construction or scope of which the Work to be performed under the Contract Documents may be the whole, or a part.

1.2 BASIC SERVICES. The professional services to be performed by CONSULTANT under this Agreement, as set out in Article 3 and as described in the "Basic Services" of Attachment A.

1.3 ADDITIONAL SERVICES. Any services beyond Basic Services as described in Article 3 and the "Basic Services" of Attachment A, as mutually agreed to in writing between OWNER and CONSULTANT.

1.4 CONSTRUCTION CONTRACT. The entire and integrated written agreement, or agreements, between OWNER and Contractor concerning the Work.

1.5 CONTRACT DOCUMENTS. Those items so designated in the Construction Contract, including the Drawings, Specifications, Construction Contract, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Reviewed Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

1.6 DRAWINGS. That part of the Contract Documents prepared or approved by CONSULTANT which graphically shows the scope, extent, and character of the Work to be



performed by Contractor. Shop Drawings are not Drawings as so defined.

**1.7 SPECIFICATIONS.** That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

**1.8 SHOP DRAWINGS.** All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor by someone other than CONSULTANT, and submitted by Contractor to illustrate some portion of the Work.

**1.9 RECORD DRAWINGS.** Also referred to as "As-Builts" and "As-Built Plans," Record Drawings shall mean drawings depicting the completed Project, prepared by CONSULTANT as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to CONSULTANT and annotated by Contractor to show changes made during construction.

**1.10 CONSTRUCTION OBSERVER.** The authorized representative of CONSULTANT assigned to assist CONSULTANT at the site during construction. As used herein, the term CONSTRUCTION OBSERVER includes any assistants or field staff of CONSTRUCTION OBSERVER agreed to by OWNER. The duties and responsibilities of the CONSTRUCTION OBSERVER, if any, are as set forth in the "Basic Services" of Attachment A.

**1.11 CONTRACTOR.** A Contractor is any person or entity which enters into an agreement with OWNER to perform the construction of or any construction on any Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the CONSULTANT and its subconsultants.

**1.12 APPLICABLE LAWS.** Applicable Laws, as used herein, shall mean the law of the State of Alabama as well as applicable regulations, codes and licenses promulgated or issued by any board, commission or agency having authority and jurisdiction over this Agreement.

## **ARTICLE 2 RELATIONSHIP OF THE PARTIES**

CONSULTANT is providing professional engineering services pursuant to this Agreement. Nothing in this Agreement shall be construed to mean that CONSULTANT assumes any responsibility or duties of the Contractor(s) or can be held liable for its failure to perform its obligations and duties

to OWNER. The Contractor(s) will be solely responsible for means, methods, techniques, sequences and procedures used in the construction of the Project and for the safety of its personnel, property and its operations, and for performing in accordance with its contract(s) with OWNER, as well as for any damages for construction defects caused, in whole or in part, by the Contractor's work. CONSULTANT shall be able to rely upon the Contractor for the proper performance of its obligations to OWNER.

OWNER acknowledges and takes into account the fact that CONSULTANT does not have a contract with Contractor(s) and, as such, cannot direct its respective means and methods, its forces, its personnel, its subcontractors, suppliers and/or subconsultants. CONSULTANT cannot require those parties with which it has no contract to refrain from or perform any acts they are not willing to perform. Requiring action or conduct out of Contractor and/or Architect is the responsibility of the OWNER.

**ARTICLE 3**  
**SCOPE OF SERVICES**

**3.1    Generally.**    CONSULTANT shall perform the Basic Services set forth in Schedule of Services to be addressed in Attachment A, as well as any Additional Services in accordance with the terms and conditions herein.

CONSULTANT’s Scope of Services as set out hereunder are finite, and CONSULTANT is not being compensated by OWNER to provide or perform services which are not specifically set out herein. Anything not expressly stated in this provision, or in Attachment A, or in any subsequent written agreements between OWNER and CONSULTANT, are not a part of CONSULTANT’s Scope of Services.

**3.1.1   Safety.**    Consistent with and pursuant to Section 3.2.4, *infra*, CONSULTANT shall not be responsible for site safety, or for the safety of Contractor or its employees or subcontractors. CONSULTANT is not being retained to, and shall not be expected or required to, research or review the safety record or history of OSHA violations of any potential bidding contractor, and shall not be expected, required, or retained to undertake vetting, pre-screening, researching, or approving any potential bidding contractor based on its safety record.

**3.2    Standards of Performance.**

**3.2.1   Standard of Care.** CONSULTANT shall at all times endeavor to perform Basic Services in conformance with the generally accepted care and skill exercised by professional



engineers practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services, and guarantees no particular result. CONSULTANT neither guarantees the performance of any Contractor(s), nor assumes the responsibility of the Contractor(s) to furnish or perform its obligations to OWNER, whether arising from the Construction Contracts, the Contract Documents or otherwise.

**3.2.2 CONSULTANTS.** CONSULTANT may retain such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.

**3.2.3 Reliance on Others.** Subject to the Standard of Care set forth in Paragraph 3.2.1, *supra*, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, OWNER, Contractor, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

**3.2.4 CONSULTANT and Contractor.**

**3.2.4.1** CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of the Contractor to comply with Applicable Law and Contract Documents as it pertains to the Contractor's furnishing and performing of its work.

**3.2.4.2** CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

**3.2.4.3** CONSULTANT shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor, supplier, or any of their agents or employees, or of any other persons (except CONSULTANT's own agents, employees, and subconsultant(s) at the Project site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by CONSULTANT.

**3.2.4.4** While at the Project site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which CONSULTANT has been informed in writing.



### 3.3 Additional Services

It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT's control and when requested or authorized by the OWNER.

When requested by OWNER, or when circumstances otherwise reasonably require, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below.

- (a) Preparation of applications and supporting documents (in addition to those furnished under Basic Services, if any) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- (b) Services (in addition to those furnished under Basic Services, if any) to assist OWNER in obtaining bids from contractors.
- (c) Services (in addition to those furnished under Basic Services, if any) to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER or others.
- (d) Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond CONSULTANT's control.
- (e) Services required as a result of OWNER's providing incomplete or incorrect Project information to CONSULTANT.
- (f) Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; detailed quantity surveys of materials, equipment, and labor;

and audits or inventories required in connection with construction performed by OWNER.

- (g) Furnishing services of CONSULTANTS for other than Basic Services.
- (h) Services during out-of-town travel required of CONSULTANT other than for visits to the Site or OWNER's office as required in Basic Services.
- (i) Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
- (j) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- (k) Providing construction surveys and staking (in addition to those furnished under Basic Services, if any) to enable Contractor to perform its work and any type of property surveys or related engineering services; and providing other special field surveys.
- (l) Providing Basic Services beyond the original date for completion and readiness for final payment of Contractor.
- (m) Preparing Record Drawings (in addition to those furnished under Basic Services, if any) showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to OWNER.
- (n) Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, OWNER, utility companies, and other reliable sources.
- (o) Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, OWNER, utility companies, and other sources; revise and supplement Record Drawings as needed.
- (p) Preparing to serve or serving as a CONSULTANT or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the Project.
- (q) Preparation of operation and maintenance manuals; assistance to OWNER in training OWNER's staff to operate and maintain Project equipment and systems; assistance to OWNER in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

- (r) Overtime work requiring higher-than-regular rates.
- (s) Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by OWNER.
- (t) Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
- (u) Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.
- (v) Services in connection with work change directives and change orders to reflect changes requested by OWNER.
- (w) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- (x) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- (y) Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by Contractor or others in connection with the Work.

#### **ARTICLE 4**

##### **COMPENSATION OF CONSULTANT**

**4.1** CONSULTANT shall be compensated by OWNER on a lump sum basis, in accordance with Attachment A hereto.

**4.1.1** OWNER shall pay all costs associated with Additional Services authorized by the OWNER.

**4.1.2** For Projects involving a supplemental agreement, the scope of services, schedule, and amount of compensation to be paid will be included therein



4.1.3 The OWNER will pay the CONSULTANT for services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultants' services.

4.1.4 Reimbursable expenses are defined as follows: Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.

4.1.5 The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law

4.2 Invoices. CONSULTANT shall prepare invoices in accordance with its standard invoicing practices. CONSULTANT shall submit its invoices to OWNER on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.3 Payments. Application to Interest and Principal: Payment will be credited first to any interest owed to CONSULTANT and then to principal.

4.3.1 Payment shall be made payable to Volkert, Inc. and submitted to the following address:

Department #2042, Volkert, Inc.  
P. O. Box 11407  
Birmingham, AL 35246-2042

4.3.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice, then:

- (a) amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
- (b) CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against CONSULTANT for any such suspension.
- (c) OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

4.4 Disputed Invoices. If OWNER contests an invoice, OWNER shall promptly advise CONSULTANT of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

## **ARTICLE 5 RESPONSIBILITIES OF THE OWNER**

In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall, at its expense:

5.1 Provide CONSULTANT with all criteria and full information regarding OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

5.2 Give instructions to CONSULTANT regarding OWNER's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), OWNER's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of OWNER's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting CONSULTANT to use copies already in CONSULTANT's possession) of all design and construction standards, OWNER's standard forms, general conditions, supplementary conditions, text, and related documents and content for CONSULTANT to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft construction Contract Documents, when applicable. OWNER shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and OWNER shall seek the advice of OWNER's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

5.3 Furnish to CONSULTANT any other available information pertinent to the Project, including reports and data relative to previous designs or investigation at or adjacent to the Project site(s).

5.4 Furnish or otherwise make available to CONSULTANT such Project-related information and data as are reasonably required to enable CONSULTANT to complete its Basic and Additional Services hereunder. Such information and data would generally include the following:

5.4.1 Property descriptions;

5.4.2 Zoning, deed, and other land use restrictions;



5.4.3 Utility and topographic mapping and surveys;

5.4.4 Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points;

5.4.5 Explorations and tests of subsurface conditions at or contiguous to the Project site, drawings of physical conditions relating to existing surface or subsurface structures at the Project site, or hydrographic surveys, with appropriate professional interpretation thereof.

5.4.6 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Project site, and adjacent areas.

5.5 Arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its Services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT's operations on the property in furtherance of CONSULTANT's Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT's operations is not included in CONSULTANT's compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT's operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional compensation.

5.6 Examine all alternate solutions ("value engineering"), studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining the advice of an attorney, insurance counselor, and other advisors or CONSULTANTS as OWNER deems appropriate with respect to such examination) and render timely written decisions pertaining thereto.

5.7 Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project as designed or specified by CONSULTANT, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

5.8 Provide the following services in recognition and acknowledgement that CONSULTANT's Services do not include them:

5.8.1 Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services;



- 5.8.2 Legal services and advice with regard to issues pertaining to the Project as OWNER requires, as Contractor raises, and/or as CONSULTANT reasonably requests.
- 5.9 Inform CONSULTANT in writing of any specific safety or security plans or requirements to which CONSULTANT will be required to adhere while on the Project site.
- 5.10 Designate and identify to CONSULTANT a person to act with authority on OWNER's behalf.
- 5.11 Communicate to CONSULTANT in writing with regard to any issues that impact project safety or the project schedule or cost.

**ARTICLE 6**  
**INSURANCE AND INDEMNIFICATION**

6.1 Insurance. CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT's policy of commercial general liability and automobile liability insurance.

6.1.1 Commercial General Liability

- |     |                    |             |
|-----|--------------------|-------------|
| (a) | Each Occurrence:   | \$1,000,000 |
| (b) | General Aggregate: | \$2,000,000 |

6.1.2 Automobile Liability (Combined Single Limit BI/PD)

- |     |                |             |
|-----|----------------|-------------|
| (a) | Each Accident: | \$1,000,000 |
|-----|----------------|-------------|

6.1.3 Worker Compensation: Statutory

6.1.4 Employers' Liability

- |     |                         |             |
|-----|-------------------------|-------------|
| (a) | Each Accident:          | \$1,000,000 |
| (b) | Disease, Each Employee: | \$1,000,000 |
| (c) | Disease, Policy Limit:  | \$1,000,000 |

6.1.5 Professional Liability

- |     |                   |             |
|-----|-------------------|-------------|
| (a) | Each Claim:       | \$2,000,000 |
| (b) | Annual Aggregate: | \$2,000,000 |

6.1.6 OWNER shall require Contractor to purchase and maintain policies of insurance covering worker compensation, general liability, property damages (other than to the Work

itself), motor vehicle damage and injuries, builder's risk, and other insurance necessary to protect OWNER's and CONSULTANT's interests in the Project. OWNER shall require Contractor to be fully licensed and bonded. OWNER shall require Contractor to cause OWNER and CONSULTANT, their officers, directors, employees, agents, representatives, assigns and subconsultants to be named, listed or otherwise made additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

6.17 OWNER and CONSULTANT hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the OWNER as trustee. If OWNER is not the sole Owner of the Project sites and all property at and adjacent thereto, OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.

## 6.2 Indemnification.

6.2.1 Indemnification by CONSULTANT. To the fullest extent permitted by law, and up to the limits of the Exclusivity of Remedies provision contained herein, CONSULTANT shall indemnify OWNER and OWNER's officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional Services hereunder. In any matters involving allegations of negligent performance of professional Services by CONSULTANT, CONSULTANT's defense duties under this indemnification provision (which are expressly disclaimed) shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT's actual negligent performance.

6.2.2 Indemnification by OWNER. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act, omission, or willful misconduct of OWNER or OWNER officers, directors, members, partners, agents,



employees, CONSULTANTS, or others retained by or under contract to the OWNER with respect to this Agreement or to the Project.

**6.2.3 Environmental Indemnification.** To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

**6.2.4 Percentage Share of Liability.** OWNER and CONSULTANT hereby expressly agree that each party's total liability under this Agreement shall not exceed the party's percentage share of the total liability of a claim or dispute arising under this Agreement up to the limits of the Exclusivity of Remedies provision contained herein.

## ARTICLE 7 TERMINATION AND SUSPENSION

### 7.1 Suspension.

**7.1.1 By OWNER.** OWNER may suspend the Project for up to 90 days upon seven days written notice to CONSULTANT.

**7.1.2 By CONSULTANT.** CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement if CONSULTANT's performance has been substantially delayed through no fault of CONSULTANT, or due to OWNER's failure to pay CONSULTANT as set forth in Section 4.3.2 above.



**7.2 Termination.** The obligation to provide further Services under this Agreement may be terminated:

**7.2.1 For cause,**

(a) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

(b) By CONSULTANT:

(1) upon seven days written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or

(2) upon seven days written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.

(3) CONSULTANT shall have no liability to OWNER on account of such termination.

(c) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 7.2.1(a) if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

**7.2.2 For convenience,**

(a) By OWNER effective upon CONSULTANT's receipt of notice from OWNER.

**7.3 Effective Date of Termination.** The terminating party under Paragraph 7.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**7.4. Payments Upon Termination**

**7.4.1** In the event of any termination under Paragraph 7.2, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, OWNER shall have the limited right to the use of Documents, at OWNER's sole risk, subject to the provisions of Paragraph 8.2 ("Ownership and Reuse of Documents").

**7.4.2** In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph 7.4.1, to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**8.1** Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period of three years from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

**8.2** Ownership and Reuse of Documents. All Project documents including but not necessarily limited to reports, Drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, computer assisted design and drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Paragraph 8.2 as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNER and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the Project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys'



fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER's use of such Documents.

### **8.3 Electronic Transmittals.**

**8.3.1** OWNER and CONSULTANT may transmit, and shall accept, project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure project website, in accordance with a mutually agreeable protocol.

**8.3.2** If this Agreement does not establish protocols for electronic or digital transmittals, then OWNER and CONSULTANT shall jointly develop such protocols.

**8.3.3** When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### **8.4 Municipal Advisor Disclosure and Disclaimer**

CONSULTANT is not acting or being retained to act as a "municipal advisor," as that term is defined by Section 15B(e)(4)(A)(i) and (ii) of the Securities and Exchange Act of 1934, as amended, and does not owe a fiduciary duty to OWNER or an "obligated person," as that term is defined by Section 15B(e)(10) of the Securities and Exchange Act of 1934, as amended. CONSULTANT shall not provide advice or recommendations to or on behalf of OWNER or an obligated person regarding municipal financial products or the issuance of municipal securities. CONSULTANT is not recommending an action to OWNER or an obligated person; CONSULTANT is not acting as an advisor to OWNER or an obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act to OWNER or an obligated person with respect to the information and material communicated pursuant to this Agreement or the Project; CONSULTANT is acting for its own interests; and OWNER and any obligated persons should discuss any information and material contained in any communications with any and all internal or external advisors and experts that OWNER or obligated person deems appropriate before acting on any information or material. CONSULTANT will not be providing advice or recommendations that are particularized to the specific needs, objectives, or circumstances of OWNER or an obligated person with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues. CONSULTANT will not be asked or expected to provide anything other than general information that does not involve a recommendation regarding municipal financial products or the issuance of municipal securities; nor will CONSULTANT be asked or expected to provide anything other than information of a factual nature without subjective assumptions, opinions, or views, and information that is not particularized to OWNER.



**8.6 Delays and Extensions of Time.** If CONSULTANT is delayed, impacted, or frustrated from commencing or progressing the Services at any time by any cause beyond the reasonable control of CONSULTANT, the schedule will be automatically extended and Compensation will be equitably adjusted to the extent reasonably necessary to compensate CONSULTANT for any increases in the cost of the Services caused by such delay. Examples of causes beyond the control of CONSULTANT include (without limitation): fire, flood, explosion, war, strike, emergency, pandemic, epidemic, terrorism, embargo, government requirement, civil or military authority, act of God, act or neglect of the OWNER, shipping delays, changes ordered in the construction of the Project, labor disputes, actions or inactions of governmental authorities, encountering hazardous materials, concealed or unknown conditions.

**8.7 COVID-19 Exception.** CONSULTANT and OWNER agree that they are entering into this Agreement under an unprecedented set of circumstances posed by a global pandemic and outbreak of COVID-19 Coronavirus, as identified by the World Health Organization and American Centers for Disease Control. These circumstances include the public health effects of the virus itself and responses of governments, businesses, and society to the pandemic and outbreak. The extent and impact of COVID-19 is unknown and presents an ongoing and currently indeterminable risk to CONSULTANT's performance under this Agreement. In consideration of the same, CONSULTANT and OWNER agree that to the extent COVID-19 may impact, interfere with, delay, or frustrate CONSULTANT's ability to perform under this Agreement, CONSULTANT's performance is excused under this Agreement and CONSULTANT is entitled to equitable adjustment of the schedule and Compensation, upon reasonable proof by CONSULTANT of the impact, interference, delay, or frustration. This provision supersedes and takes priority over any other provision of this Agreement.

**8.8 Exclusivity of Remedies.** To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents and subconsultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT's Services, the Project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT's officers, directors, employees, agents or subconsultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this Agreement, but in no event shall exceed the amount of available insurance proceeds.

**8.9 Successors and Assigns**

**8.9.1** OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by Paragraph 8.9.2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.



8.9.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and CONSULTANTS as CONSULTANT may deem appropriate to assist in performance of Services hereunder.

8.9.3 Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party. OWNER agrees that that the substance of the provisions of this Paragraph 8.9.3 shall appear in the construction Contract Documents.

8.10 Dispute Resolution. If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation before recourse to litigation. The OWNER's and CONSULTANT's representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Only after the parties have exhausted direct discussions AND mediation in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions and good faith mediation, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.

8.11 Disclaimer of Third-Party Benefits. OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

**8.12 Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, agents, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all the entities and persons named herein in all contracts and subcontracts with others involved in the Project.

**8.13 Jurisdiction/Venue.** This Agreement shall be governed by the laws of the State of Alabama and any disputes related to or arising out of this Agreement or its alleged breach shall be brought in the appropriate courts of the State of Alabama, exclusive of its choice of law provisions.


**8.14 Severability.** Any provision or part hereof which is held to be void or unenforceable under Applicable Laws shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which hereby agreed that the Agreement shall be reformed to replace such stricken provision or part hereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

**8.15 Total Agreement.** This Agreement, (together with the attachments included above) constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

**8.16 Designated Representative.** With the execution of this Agreement, CONSULTANT and OWNER shall designate specific individuals to act as CONSULTANT's and OWNER's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:   
By: \_\_\_\_\_  
Print name: Danny Pettus  
Title: Lauderdale Commission Chairman  
Date Signed: 10-10-23

CONSULTANT: VOLKERT, INC.  
By:   
Print name: Drew T. Davis  
Title: Vice President  
Date Signed: 10/11/2023

Federal  
Employer ID # 63-6001589  
(Corporation) \_\_\_\_\_

Address for Owner's receipt of notices:  
102 South Court Street, Suite 600  
Florence, Alabama 35630  
Designated Representative (Paragraph 8.16):  
Name: Brenda Bryant  
Title: County Administrator  
Phone Number: 256-760-5747  
E-Mail Address: bbryant@lauderdalecountyal.gov

Address for Engineer's receipt of notices:  
1110 Montlimar Drive, Suite 1050  
Mobile, Alabama 36609  
Designated Representative (Paragraph 8.16):  
Name: Ray Miller  
Title: VP, East Gulf Utilities Operations Manager  
Phone Number: 251-591-5515  
E-Mail Address: ray.miller@volkert.com

## ATTACHMENT A

Volkert, Inc. appreciates the opportunity to submit this scope of work and fee proposal for a preliminary engineering study for a regional water supply for Eastern Lauderdale County. The scope of the preliminary engineering study will include reviewing the 2019 Engineering Study and other available design data, review the proposed location for a regional Water Treatment Plant, review of suitable treatment processes, and review of the proposed routing for transmission water lines to connect to the five (5) existing water systems. This scope was prepared based on our understanding of the project from our conversation with Mr. Jonathan Grammer on September 15, 2023.

### **Scope of Work**

- Review existing studies and information on a regional water supply for Eastern Lauderdale County.
- Review suggested potential water treatment plant location.
- Perform preliminary water quality analysis.
- Review the feasibility of constructing a new water treatment plant utilizing Second Creek as the water source.
- Identify suitable water treatment processes that include an initial design of 5.0 MGD and expandable to 8.0 MGD.
- The proposed WTP would not include PFAS treatment capabilities.
- Review potential water transmission line routing and potential challenges.

Upon review and agreement on a conceptual approach to the water treatment plant and transmission lines, we will develop a preliminary construction cost estimate. The preliminary engineering report will also include preliminary site plans to indicate the required space for the proposed WTP and so that constructability discussions can be held.

Better cost estimates may require survey and/or geotechnical services. If these prove to be desired during this stage, we can help coordinate these services, but the cost of these services is not included in our proposed preliminary engineering study budget.

We propose performing the preliminary engineering study for a lump sum fee of **\$70,000**. We estimate that the report can be presented for final review within 4 months of notice to proceed and an executed contract. Additional services, if requested or required, can be negotiated at a later date.

STATE OF ALABAMA §

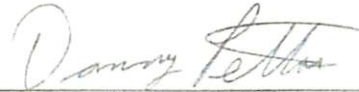
LAUDERDALE COUNTY §

RESOLUTION

BE IT RESOLVED by the Lauderdale County Commission that the Reappraisal Department Budget for Fiscal Year 2022-2023 is herein amended by line items only. Shortages occurring in other compensation, overtime, legal services, management consulting services, postage, internet services, mileage, room and meals, and registration/conference fees shall be reconciled by excess funds in other salaries and wages, according to the attached budget revision request.

Done this the 10<sup>th</sup> day of October, 2023.

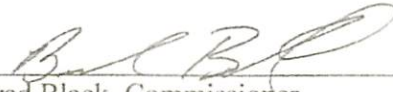
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman

absent

Roger Garner, Commissioner



Brad Black, Commissioner

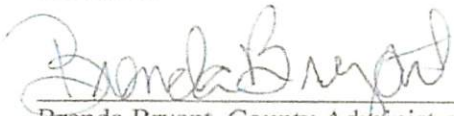


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator



REAPPRAISAL BUDGET REVISION REQUEST

County Lauderdale  
Contact Name (Please Print) Brenda Bryant  
Title/Position Administrator  
Contact Number(s) (256) 760-5747  
Budget Year FY2022-2023

Line Item Number	Line Item Description	Approved Amount	Requested Amount	Revised Amount
100	Other Compensation	2,700	3,800	6,500
116	Overtime	4,000	800	4,800
154	Legal Services	14,000	1,500	15,500
173	Management Consulting Services	49,650	1,200	50,850
252	Postage	3,000	2,000	5,000
258	Internet Service	1,500	500	2,000
262	Mileage	2,000	600	2,600
264	Room and Meals	4,000	2,000	6,000
265	Registration/Conference Fee	1,000.00	200	1,200
	Adjusting Entry -			
113	Other Salaries & Wages	613,680	(12,600)	601,080

Please list below the total amount that the entire budget was approved for (not the sum of the 'approved amount' column for the line items listed above). The "+/- amendments" below is the sum of the 'requested amendments' column above. Do not add any other columns. The 'revised budget' below is the sum of the total budget amount below +/- the sum of the amendments.

The purpose of this section below is to reflect how this revision request will change the entire budget.

	Total Budget	+/- Amendments	Revised Budget
Total Budget-----	1,266,204.00	-	1,266,204.00

Reason(s): Line Item Adjustments  
  
  
  
  
(Please use an attachment if additional space if needed)

Signature:  Date: 10-10-23  
Date Approved by County Commission: 10-10-23

STATE OF ALABAMA §

LAUDERDALE COUNTY §

### RESOLUTION

WHEREAS, the Lauderdale County Commission is entering a contract with Terracon who has proposed providing Geotechnical Engineering services for the Workforce Development Center. The base fee for this proposed service will be eleven thousand nine hundred dollars. The terms and conditions will be listed in detail in the attached contract.

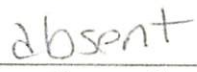
BE IT RESOLVED, the Lauderdale County Commission and Terracon will enter into this contract for Terracon to perform field exploration, laboratory testing, and engineering/project delivery while Lauderdale County is building the Workforce Development Center.

NOW THEREFORE BE IT FURTHER RESOLVED that any budget amendment needed for this contract be approved.

Done this the 10<sup>th</sup> day of October, 2023.

LAUDERDALE COUNTY COMMISSION

  
\_\_\_\_\_  
Danny Pettus, Chairman

  
\_\_\_\_\_  
Roger Garner, Commissioner

  
\_\_\_\_\_  
Brad Black, Commissioner

  
\_\_\_\_\_  
Fay Parker, Commissioner

  
\_\_\_\_\_  
Joe Hackworth, Commissioner

ATTEST:

  
\_\_\_\_\_  
Brenda Bryant, County Administrator



- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**  
 By: Frank Whitman Date: **9/17/2023**  
 Name/Title: **Myron Frank Whitman / Sr. Project Engineer**  
 Address: **289 Production Ave**  
**Madison, AL 35758-8991**  
 Phone: **(256) 584-5461** Fax: **(256) 584-5467**  
 Email: **Frank.Whitman@terracon.com**

Client: **Lauderdale County Commission**  
 By: Brenda Bryant Date: **10/10/23**  
 Name/Title: **Brenda Bryant / County Administrator**  
 Address: **P.O. Box 1059**  
**Florence, AL 35631**  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: **bbryant@lauderdalecountyal.gov**



Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described in general terms by Mr. John Hitt of Volkert, and the expected subsurface conditions as described below. Aspects of the project, undefined or assumed, are highlighted as shown below. We request that Volkert verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Planned Construction	<p>From verbal conversation with Mr. Hitt, the project is planned to include two bridges, each consisting of a single concrete arch segment, with MSE-wall approaches. Project plans have not been developed, but based on topographic plans for the adjacent, related projects, we anticipate that the arches will be on the order of 20 feet in length, and 10 to 15 feet in height.</p> <p>Terracon’s scope of work would include shallow, soil-supported foundation recommendations for the bridge abutments, but would not include recommendations for the MSE walls.</p>
Maximum Loads	Not available, shallow foundations anticipated

Site Location and Anticipated Conditions

Item	Description
Parcel Information	<p>Lauderdale Ag Events Center property under development</p> <p>Approximate GPS: 34.8380, -87.5915</p>
Current Ground Cover	Previously cleared, weeded or bare soil
Existing Topography	<p>Natural swale approximately 10 to 15 feet in depth.</p> <p>Typically dry or with negligible water flow.</p>
Site Access	We expect the site, and all exploration locations, are accessible with our ATV-mounted drilling equipment and support vehicles.
Expected Subsurface Conditions	Clays and coarse-grained sands and gravels above Tuscumbia Limestone and/or Fort Payne Chert bedrock

## Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

Based on our experience with similar projects, we anticipate the following field exploration program can be completed with 2 days of on-site activities.

Number of Borings	Planned Boring Depth (feet) <sup>1</sup>	Planned Location
8	25	2 each at 4 bridge abutments

1. Although unanticipated, based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-10 feet. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

**Subsurface Exploration Procedures:** We will advance borings with an ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.



#### Proposal for Geotechnical Engineering Services

Lauderdale County Work Development Center – New Bridges | Florence, Lauderdale County, Alabama  
September 17, 2023 | Terracon Proposal No. PE5235069

**Property Disturbance:** Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping and/or crops.

Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

### Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through the state 811 service. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

**Site Access:** Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.



#### Proposal for Geotechnical Engineering Services

Lauderdale County Work Development Center – New Bridges | Florence, Lauderdale County, Alabama  
September 17, 2023 | Terracon Proposal No. PE5235069

### Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis
- Standard Proctor test (if deemed needed by the Geotechnical Engineer)
- Consolidation test (if deemed needed)

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

### Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended shallow foundation options for the bridge abutments
- Lateral earth pressures
- MSE wall recommendations not included

#### Proposal for Geotechnical Engineering Services

Lauderdale County Work Development Center – New Bridges | Florence, Lauderdale County, Alabama  
September 17, 2023 | Terracon Proposal No. PE5235069

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Bridge Foundation Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

### Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction

**Proposal for Geotechnical Engineering Services**

Lauderdale County Work Development Center – New Bridges | Florence, Lauderdale County, Alabama  
September 17, 2023 | Terracon Proposal No. PE5235069

observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

**Perform Environmental Assessments:** Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.



Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee <sup>2</sup>
Subsurface Exploration <sup>1</sup>	\$6,700
Laboratory Testing	\$2,100
Geotechnical Consulting and Reporting	\$3,100
Total	\$11,900

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required due to the client, a supplemental change order will need to be authorized for any additional fees.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

Our Scope of Services does not include services associated with site clearing, wet ground conditions. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring



Proposal for Geotechnical Engineering Services

Lauderdale County Work Development Center – New Bridges | Florence, Lauderdale County, Alabama  
September 17, 2023 | Terracon Proposal No. PE5235069

locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule <sup>1, 2</sup>
Kickoff Call with Client	2 days after notice to proceed
Site Characterization	3 weeks after NTP
Geotechnical Engineering	4 weeks after NTP
<div><div>1.</div>Upon receipt of your notice to proceed we will activate the schedule component on <b>Client Portal</b> with specific, anticipated dates for the delivery points noted above as well as other pertinent events.</div> <div><div>2.</div>Standard workdays. We will maintain an activities calendar within on <b>Client Portal</b>. The schedule will be updated to maintain a current awareness of our plans for delivery.</div>	



289 Production Avenue  
Madison, AL 35785  
P (256) 584-5461  
[Terracon.com](http://Terracon.com)

September 17, 2023

Lauderdale County Commission  
P.O. Box 1059  
Florence, Alabama 35631

**Attn:** Ms. Brenda L. Bryant, County Administrator  
P: (256) 760-5750  
E: [bbryant@lauderdalecountyal.gov](mailto:bbryant@lauderdalecountyal.gov)

**RE:** Proposal for Geotechnical Engineering Services  
Lauderdale County Work Development Center – New Bridges  
Florence, Lauderdale County, Alabama  
Terracon Proposal No. PE5235069

Dear Ms. Bryant:

We appreciate the opportunity to submit this proposal to the Lauderdale County Commission to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule

Our base fee to perform the Scope of Services described in this proposal is \$11,900 with an anticipated delivery date of 4 weeks after signed authorization. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,  
**Terracon**

*Clifton Braxton*

Clifton Braxton, E.I.  
Staff Engineer

*Frank Whitman*

Frank Whitman, P.E.  
Senior Engineer



**AGREEMENT FOR SERVICES**

This **AGREEMENT** is between Lauderdale County Commission ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lauderdale County Work Development Center - New Bridges project ("Project"), as described in Consultant's Proposal dated 09/17/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.



STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission that, pursuant to Code of Alabama 1975 §11-3-1, the regularly scheduled meeting of Monday, December 25<sup>th</sup>, 2023, is cancelled due to the Christmas Holiday and all invoiced bills for this meeting are herein approved.

Done this the 10<sup>th</sup> day of October, 2023.

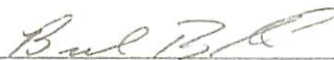
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman

absent

Roger Garner, Commissioner

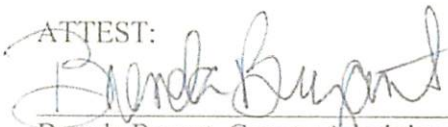


Brad Black, Commissioner

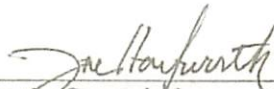


Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA       §

LAUDERDALE COUNTY   §

RESOLUTION

WHEREAS, the Lauderdale County Commission has received written notice from Printers and Stationers that they will continue to honor the pricing discount of 34.1% for “General Office Supplies” for one year using the 2023-2024 Office Supplies Catalog for the term beginning October 1<sup>st</sup>, 2023, through September 30<sup>th</sup>, 2024.

WHEREAS, Printers and Stationers have noted that plug-ins, electronic, camera, inkjet and laser cartridges, copier toner, drums, all Lexmark, HP, Epson products, and all visual products discount will be 19.1%.

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that office supplies shall be purchased from the 2023-2024 Office Supplies Catalog for the fiscal year 2024 from Printers and Stationers of Florence.

Done this the 10<sup>th</sup> day of October, 2023.

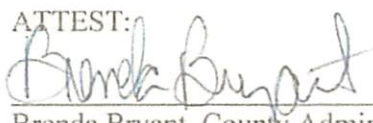
LAUDERDALE COUNTY COMMISSION

  
\_\_\_\_\_  
Danny Pettus, Chairman

  
\_\_\_\_\_  
Roger Garner, Commissioner

  
\_\_\_\_\_  
Brad Black, Commissioner

  
\_\_\_\_\_  
Fay Parker, Commissioner

ATTEST:  
  
\_\_\_\_\_  
Brenda Bryant, County Administrator

  
\_\_\_\_\_  
Joe Hackworth, Commissioner



STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, Lauderdale County is in need of an engineering company to perform surveying services for the Workforce Development Center Project; and

WHEREAS, White, Lynn, Collins & Associates are civil engineers/ land surveyors, and have performed these services for Lauderdale County in the past.

NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission to agree to the attached proposal with the firm of White, Lynn, Collins & Associates for surveying services for the Workforce Development Center. The fee schedule will be attached to this resolution, and any necessary budget amendments be approved to complete these services.

Done this the 10<sup>th</sup> day of October, 2023.

LAUDERDALE COUNTY COMMISSION



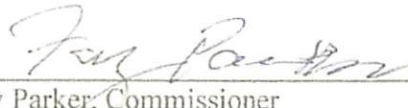
Danny Pettus, Chairman

absent

Roger Garner, Commissioner

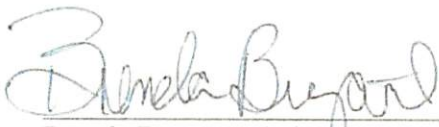


Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, Administrator



Joe Hackworth, Commissioner

September 27, 2023

Lauderdale County Commission  
P.O. Box 1059  
Florence, AL 35631

Attention: Ms. Brenda L. Bryant, County Administrator

Reference: Surveying & Civil Engineering Services  
Workforce Development Center Project  
Florence, Alabama

White, Lynn, Collins and Associates, Inc. (WLC) appreciates the opportunity to present this proposal for surveying and civil engineering services on the above referenced project. Based on the information we discussed, we present the following:

**SCOPE OF WORK**

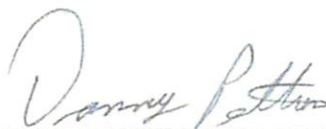
WLC will perform Surveying Services and/or Civil Engineering Services as needed and requested for the above referenced project on an hourly basis per the attached Fee Schedule.

If this proposal is executed and becomes void for any reason by the Client, WLC will be compensated for actual hours worked to that point using our normal hourly rates. Otherwise, payment for services will be billed when services are complete.

If this proposal is satisfactory, please sign and return one executed copy for authorization to proceed with this work.



Richard O. Edmonds, Vice-President  
White, Lynn, Collins and Associates, Inc.



Mr. Danny Pettus, Chairman  
Lauderdale County Commission

Date 9-27-2023

G:\proposals\Proposals 2023\LCC - Surveying & Engineering Services - WDC 9-27-23.doc

Date 10/10/23



JANUARY 2023

FEE SCHEDULE

PRINCIPAL ENGINEER.....	\$125.00
REGISTERED SURVEYOR.....	\$125.00
STRUCTURAL ENGINEERING DESIGN.....	\$150.00
DESIGN ENGINEER.....	\$90.00
COMPUTER AIDED DRAFTING WITH OPERATOR.....	\$65.00
DRAFTSMAN / PARTY CHIEF FOR SURVEY CALCULATIONS.....	\$70.00
CLERICAL.....	\$55.00
INSPECTOR.....	\$75.00
RECORDS RESEARCH.....	\$85.00
SURVEY CREW WITH GPS EQUIPMENT.....	\$150.00
(OVERTIME & HOLIDAYS - \$ 225.00 PER HOUR)	

**NOTE: All rates are per hourly basis and portal to portal.**

Outside Consultants (photogrammetry, etc.)..... Cost + 20%

Miscellaneous supplies and equipment above normal surveying & engineering requirements  
(Must be approved in writing by authorized personnel).....Cost + 20%

Travel to jobs greater than 25 miles from our office will be charged at \$ 0.65.5 per mile.

STATE OF ALABAMA §

LAUDERDALE COUNTY §

**RESOLUTION  
LAUDERDALE COUNTY COMMISSION  
LAND AND WATER CONSERVATION FUND APPLICATION**

**WHEREAS**, the Lauderdale County Commission proposes to construct improvements to Brush Creek Park including camping sites, power and water improvements, and a pavilion; and

**WHEREAS**, the Land and Water Conservation Fund may fund up to 50% of total project costs to a maximum of \$242,478 of the proposed development cost, which is estimated to be \$484,957.46;

**NOW THEREFORE BE IT RESOLVED**, that the Lauderdale County Commission, hereby makes application to the Alabama Department of Economic and Community Affairs for grant assistance under the Land and Water Conservation Fund for the development of improvements at Brush Creek Park; and

**BE IT FURTHER RESOLVED**, that the Lauderdale County Commission will hold in reserve \$242,478.00 for the purpose of matching the Land and Water Conservation Fund application; and

**BE IT FURTHER RESOLVED**, that upon grant award, the Lauderdale County Commission understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations.

Adopted this the 10th day of October, 2023.



ATTEST:

  
Brenda Bryant, County Administrator

LAUDERDALE COUNTY COMMISSION

  
Danny Pettus, Chairman

  
absent  
Roger Garner, Commissioner

  
Brad Black, Commissioner

  
Fay Parker, Commissioner

  
Joe Hackworth, Commissioner



LA-2024-1

"Various Printing Jobs"

BID ITEM:

Friday, October 6, 2023

OPENING:

Monday, September 25, 2023

DATE MAILED:

REVENUE – PRINTED ENVELOPES			1500-\$125.00 3000-\$197.50	1500-\$119.00 3000-\$209.00	No to price Breaks per Paula
REVENUE – PRINTED WINDOW ENVELOPES			1500-\$128.50 3000-\$230.00	1500-\$125.00 3,000-\$225.00	Yes to Price Breaks per Paula
REAPPRAISAL – BUSINESS CARDS – DAVID EZEKIEL			100-24.65 200-47.00	100-\$29.95 200-\$39.95	No to price Break per Paula
COUNTY COMMISSIONER BUSINESS CARDS – ROGER GARNER			200-\$24.66 400-\$40.00	200-\$59.95 400-\$69.95	Yes to price Breaks per ms. Bryant
COUNTY COMMISSIONER BUSINESS CARDS – JOE HACKWORTH			200-\$24.66 400-\$40.00	200-\$59.95 400-\$69.95	
COUNTY COMMISSION – LETTERHEAD			1000-\$134.00 2000-\$238.50	1,000-\$128.75 2000-\$229.00	No to price Breaks per ms. Bryant
NO RESPONSE					
LOW BID					
NO BID					
Data Pro Attn: Joe Smith 2106-A West Ferry Way Huntsville, AL 35801	First Impressions Attn: Chris Richerson 459 James Road Hampton Cove, AL 35763	Herald Printing 328 N. Pine Street Florence, AL 35630	Printer & Stationers 113 N Court Street Florence, AL 35630	Diversified Companies Attn: John Dawson 3721 Powers Court Chattanooga, TN 37416	IMS Enterprises 3115 Northington Ct Florence, AL 35630