

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 8th day of July, 2024.

The meeting was called to order by Chairman, Danny Pettus. Upon roll call the following members answered present:

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

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, Brad Black.

Award/Presentations: None

Public Comments on Agenda Items: None

Public Hearings:

Chairman, Danny Pettus referred to Lauderdale County Attorney, Chris Smith to explain that Simona Koger Wingo has requested town signs be placed to recognize Major and Mary Koger on County Road 128, Florence, Alabama. This will not change 911 addresses, and will be signs to honor the Kogers. Commissioner Parker moved, seconded by Commissioner Hackworth to add this resolution to the agenda. There being no discussion, and upon a vote taken, motion was unanimously approved, and a resolution was added to the agenda to vote on.

Chairman, Danny Pettus referred to EMA Director, Brad Holmes about a public hearing held at 10:00 a.m. Brad said there were no attendees and no public comments against passing the EMA CDBG Grant Amendment, which is on the meeting agenda to vote on at this meeting.

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

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

Commissioner Black moved, seconded by Commissioner Parker to agree to sign a contract with AECOM of Birmingham, Alabama for professional consulting services concerning the bridge at Happy Hollow on County Road 47 over Shoals Creek. The fiscal year budgeted amount for this project is one hundred thousand dollars, and a copy of this signed proposal will be attached to these 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 Parker to approve Signing all documents necessary for the amendment authorizing the proposed changes in scope to EMA CDBG Project #CV-NC-20-026. In which all purchases will be made by the Lauderdale County Emergency Management Agency. Documents pertaining to this amendment will be attached with the resolution. Brad Holmes, EMA Director asked to explain further what the money will be spent on. That detailed list will be attached to the resolution. Upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Black to approve the Fiscal Year 2023 Rebuild Alabama Contractor Report regarding the use of Rebuild Alabama gas tax funds. 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 approving Chairman, Danny Pettus serving on the 2024-2025 Association of County Commissions of Alabama Legislative Committee. 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 approving town signs being placed in recognition of Major and Mary Koger on County Road 128, Florence, AL. 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 LA 2024-1 "Various Print Jobs" were opened on Friday, April 5th, 2024. Chairman Danny Pettus referred to County Administrator, Brenda Bryant for her recommendation. Brenda Bryant stated that Printer and Stationers were the only bids this time. Brenda recommended these bids be accepted for the Sheriff Departments receipt books with price breaks, License Department business license documents and business license notice envelopes with price breaks, and auto decal envelopes without price breaks. Commissioner Parker moved, seconded by Commissioner Black to approve the bid recommendations. There being no discussion, and upon a vote taken, motion was unanimously approved. Motion 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. Commissioner Parker questioned the dollar amount for License Inspector. Upon a vote take, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

LAUDERDALE COUNTY CHECKS ISSUED :
June 24, 2024 - July 7, 2024

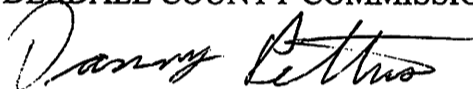
1	General-Special	61919-61982	3,465,724.14
2	Agri-Business Fund	4112-4114	881.59
3	Pistol Permit Revenue Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	N/A	0.00
5	LEPA Fund	9192-9199	6,326.41
6	Gasoline Tax Fund	18982-18994	354,040.76
7	Public Bldg., R & B Special	N/A	0.00
8	Public Highway & Traffic 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	12806-12814	40,465.69
12	Reappraisal Money Market	610	150,000.00
13	Tourism, Rec. & Convention Fund	634	5,000.00
14	RSVP Fund	18350-18360	2,826.25
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	1102	35,000.00
20	Special Grants Fund	N/A	0.00
21	ARPA Revenue Reduction Fund	1033	212,070.52
22	Coronavirus Rescue Act Fund	N/A	0.00
23	CDBG Fund	N/A	0.00
24	Solid Waste Fund	9543-9557	52,943.00
25	Account Payable Fund	48747-48802	272,378.37
26	Fire Protection Fee Fund	N/A	0.00
27	Industrial Development Tax Fund	N/A	0.00
28	Tobacco Tax Fund	3201-3203	9,000.00
29	TVA Tax Fund	6571-6580	415,970.71
			\$
		TOTAL	5,022,627.44

Connie Konig of Anderson, Alabama from the Agri-Business and Farmers Market Board wanted to speak to the Lauderdale County Commissioners concerning a Tomato Sandwich event being held at the Farmers Market on July 20th. Ms. Konig requested the County Commission help with funds for this event, and offered to answer any questions the Commissioners may have. Ms. Konig stated that this event would help promote travel and tourism, and that this will be a very well planned out event considering how many board members are qualified to organize such a day.

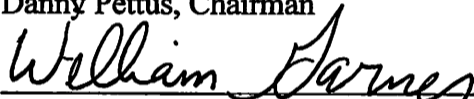
David Carson of Florence, Alabama wanted to discuss transparency within the Lauderdale County Commission. Mr. Carson said that the agenda presentation was improved. Mr. Carson would also like all of the Commissioners to use their microphones during meetings. Mr. Carson requested for notices to be posted online instead of the Courthouse or bulletin board.

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

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

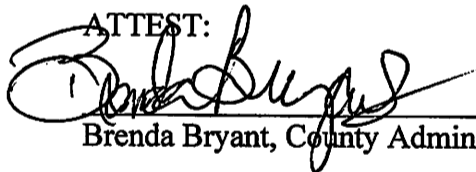


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
July 8, 2024

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner Brad Black
4. AWARDS AND PRESENTATIONS
5. PUBLIC COMMENTS ON AGENDA ITEMS
Per Rules of Procedure there is a three-minute time limit
6. PUBLIC HEARING— A. Koger Town signs
B. EMA

REGULAR BUSINESS

1. **Review and Motion to Consider Agenda Items**
2. **Approve minutes of last meeting**
3. **Resolution—Contract- Happy Hollow Bridge**
The Lauderdale County Commission agrees to sign a contract with AECOM for professional consulting services concerning the bridge at Happy Hollow on County Rd. 47 over Shoals Creek.
4. **Resolution—NACOLG-Amendment for an EMA CDBG-CV Grant**
The Lauderdale County Commission approves signing all documents necessary for the amendment on proposed changes to for the EMA CDBG project.
5. **Resolution—Rebuild Alabama-Fiscal Year 2024 Contractor Report**
The Lauderdale County Commission approves the Fiscal Year 2024 Rebuild Alabama Contractors Report regarding reports for the Alabama Gas Funds for this fiscal year.

6. Resolution—ACCA Legislative Committee

The Lauderdale County Commission approves Chairman, Danny Pettus serving on the 2024-2025 ACCA Legislative Committee.

7. Resolution—Koger Town Signs

(Subject to the Commission approving going forward on this matter.)

8. Print Bid LA 2024-1 “Various Print Jobs”

Probate Envelopes
Sheriff’s Department Receipt Books

9. Audit and Approve Invoiced Bills

B. STAFF REPORTS

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

D. ADJOURN

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission approves the signing a contract with AECOM for professional consulting services concerning the Happy Hollow bridge on County Road 47 over Shoals Creek, Lauderdale County, Alabama with AECOM of Birmingham, Alabama. The budgeted dollar amount to be paid fiscal year 2024 will be one hundred thousand dollars, and the detailed proposal will be attached to this resolution; and

WHEREAS, in the proposal, AECOM is recommending Terraxplorations and AST Environmental be subconsultants on this project; and

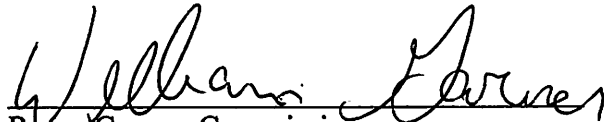
NOW THEREFORE, the Lauderdale County Commission agrees to sign this proposal with AECOM for consulting services for the bridge at Happy Hollow on County Road 47 over Shoals Creek.

Done this 8th day of July 2024.

LAUDERDALE COUNTY COMMISSION



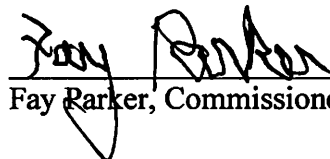
Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement ("Agreement") effective this July 10th, 2024, is by and between Lauderdale County, Alabama, a County ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products specifically commissioned by Client for delivery by AECOM to Client and listed in **EXHIBIT A** ("Deliverables") in accordance with the schedule ("Project Schedule").

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 27, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

Lauderdale County,
1630 State Street
Florence, Alabama 35631

Attn: Eric Hill, P.E.

TO AECOM:

3800 Colonnade Parkway, Suite 400
Birmingham, Al. 35243
Attn: Eddie Lobdell, P.E.

Claims-related notices shall be copied to:
AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM.

5.5 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Contractors of their obligation to conduct comprehensive inspections of the construction work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work and for all safety precautions incidental thereto.

5.6 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Any reliance upon such opinions, whether by Client or third parties, do so at the relying party's own sole risk.

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to rely without independent verification upon the accuracy and completeness of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services. AECOM shall not be responsible for defects in its Services attributable to its reliance upon or use of information provided by Client.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. **INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. **CONFIDENTIALITY**

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

9. **DATA RIGHTS**

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents,

methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies, ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

10. **RECORD DRAWINGS** Client shall direct the Contractors to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistently with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Contractors and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

11. **ELECTRONIC FILES**

11.1 Electronic files to be delivered under this Agreement, if any, contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, no electronic files delivered under this Agreement are Contract Documents.

11.2 The electronic files, if any, were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 Client understands and agrees that the right to use the electronic files, if such are provided under this Agreement, is specifically limited to the Project and the purpose defined by AECOM and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files. AECOM shall have no liability for third parties' use of or reliance on such files.

12. CERTIFICATION

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Client agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

13. **CHANGED SITE CONDITIONS** The discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information provided to and reasonably apparent to AECOM constitutes a changed site condition. To the extent that such changed site condition increases the health and safety risks associated with the Services or requires AECOM to perform services different or in excess compared to those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions impact the cost, level of effort or schedule of the Services, equitable adjustments shall be made to the Services, schedule and fee under this Agreement.

14. **MATERIALS AND SAMPLES** Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

15. **COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

16. **FORCE MAJEURE** Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule and compensation in the foregoing circumstances.

17. INSURANCE

17.1 AECOM will maintain the following insurance coverages and amounts:

- 17.1.1 Workers Compensation insurance as required by Law;
- 17.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee.
- 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

18. INDEMNITY

18.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

18.2 If Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that Client requires such Contractors to provide to Client.

19. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

20. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

21. DISPUTES RESOLUTION

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

22. GOVERNING LAW All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

23. TERMINATION

23.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

23.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

24. ASSIGNMENT

24.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconcented-to assignment shall be void ab initio.

24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled, without additional consent, to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

25. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

26. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

27. SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certification), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

28. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or

panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

29. **SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

30. **ORDER OF PRECEDENCE**

- Executed Change Orders
- Design Engineering Services Agreement Article 31 "Special Terms and Conditions"
- Design Engineering Services Agreement Articles 1 through 30 and 32
- EXHIBIT B Compensation and Payment
- EXHIBIT A Services
- Other contract documents

31. **SPECIAL TERMS AND CONDITIONS**

None

32. **ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

(Signature page follows)

AECOM Technical Services, Inc.

CLIENT: Lauderdale County, Alabama

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Address

Address

3800 COLONNADE PKWY, SUITE 400
BIRMINGHAM, AL 35243

(End of page)

EXHIBIT A
SERVICES

Services:

Agreed to scope of services made part of this agreement as "Attachment A".

Schedule:

Deliverables:

AECOM Project Manager

Name	Eddie Lobdell
Title	Associate Vice President
Address	3800 Colonnade Parkway, Suite 400, Birmingham, Al. 35243
Phone Number	205-970-1443
Email Address	Eddie.lobdell@aecom.com

Client Project Manager

Name	Eric Hill, PE
Title	Lauderdale County Engineer
Address	1630 State Street, Florence, Al. 35631
Phone Number	
Email Address	ehill@lauderdalecountyal.gov

(End of page)

EXHIBIT B

COMPENSATION AND PAYMENT

1 **COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

[] Advance retainer of [\$] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

:

[] Time & Material - See Section 2.1 for Hourly Labor Rates

[] Time and Materials with a Not-to-Exceed (“NTE”) amount of (\$ *Numerical Amount*). The Hourly Labor Rates (*if applicable*) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

[x] Lump Sum [\$]*:

Milestone/Deliverable & Date	Payment Amount
Milestones as outlined in Scope of Services	incremental

[] Cost Plus Fixed Fee: [Cost \$ and Fee \$]

[] Other:

2. **RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

2.1 **HOURLY LABOR RATE SCHEDULE**

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

2.2 **OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 **ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. REIMBURSEABLE EXPENSES Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(End of page)

6. **Other Changes** (including terms and conditions):

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Address

Address

[End of Agreement]

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

SAMPLE CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated ___ 20___ between _____("Client"), and _____, a _____ corporation, ("AECOM"), this Change Order, with an effective date of _____, 20___ modifies that Agreement _____ as follows:

1. Changes to the Services:

2. Change to Deliverables:

--

3. Change in Project Schedule (attach schedule if appropriate):

--

4. Change in CONSULTANT's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See **EXHIBIT B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of \$_____. The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum \$ _____

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** Cost \$ _____ and Fee \$ _____

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ _____.

5. Project Impact:

--

Attachment A
Scope of Services



AECOM
3800 Colonnade Parkway
Suite 400
Birmingham, AL 35243-2349
www.aecom.com

205 970 1443 tel
205 970 7784 fax

July 3, 2024

Mr. Eric Hill, P.E.
Lauderdale County Engineer
1630 State Street
Florence, Al. 35630

**RE: Man-day Fee Proposal
Bridge Replacement on CR-47 over Shoal Creek
Lauderdale County, Alabama**

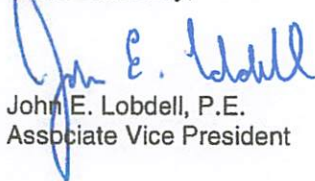
Dear Mr. Hill:

We are pleased to submit our proposal to provide professional services on the above referenced project. The man-day and fee proposal include our effort required to complete a Corridor Study for the project. Assumptions made in the preparation of the proposal are also attached. While our assumptions are based on preliminary discussions with your office and ALDOT, a scoping meeting with all stakeholders after execution of our agreement will verify details of the proposed effort. We anticipate studying 3 preliminary alternatives consisting of replacing the bridge to the east, replacing the bridge to the west and a realignment to the east. See Attachment for potential preliminary alignments and associated study limits. While the Attachment shows 4 potential alignments, we expect that only 3 will be feasible.

We are proposing Terraxplorations (cultural resources) as a subconsultant on the project.

We appreciate this opportunity and look forward to beginning this work. As always please let us know if you any questions or comments.

Yours Sincerely,



John E. Lobdell, P.E.
Associate Vice President

**Bridge Replacement on CR-47 over Shoal Creek (BIN 000528)
Lauderdale County, Alabama
Project Scope and Assumptions
Project No. LCP 39-170-20**

General Corridor Study/Environmental Study Scope and Assumptions

AECOM will perform a Corridor Study to develop and compare potential alternatives for replacement of the CR-47 Bridge of Shoal Creek. The results of the Study will be summarized in a memorandum with recommendations on the next phase to achieve approval from ALDOT and FHWA for construction of the project. AECOM's Scope of Services with Assumptions are as follows:

1. AECOM will be responsible for the following:
 - A Project Kickoff Meeting will be held with ALDOT to discuss goals for the project and AECOM's proposed Scope of Services.
 - Development of Alternatives – AECOM will develop potential alternatives for replacement of the CR-47 bridge structure. Three very preliminary potential alternatives have already been discussed and developed. These alternatives will be further refined to include preliminary roadway & bridge quantities, impacts(including utilities), and right-of-way requirements.
 - Preliminary Construction cost estimates will be developed.
 - A Phase I Cultural Resource Assessment for the three alternatives under consideration will be completed. A fee estimate from TerraXplorations, Inc. is included for this effort and mapping of the study area is included in this fee.
 - Coordination with SHPO is anticipated for the study area. We are assuming a potential for significant archaeological material or historic structures may be present as we are studying multiple alternatives.
 - Perform Preliminary Environmental Studies to include impacts to social & economic features, farmlands, land use, hazardous materials sites, wetlands and flood plains.
 - Preliminary coordination with SHPO concerning the in-place historic truss bridge and Jacksons Military Road Historic District designation.

- Develop Alternatives Matrix to assist in determining which alternatives are carried forward through a full NEPA process.
2. Lauderdale County will be responsible for the following:
- Lidar Survey
 - GIS Data
 - Right of entry coordination need for field studies
 - Development of right-of-way costs
3. Future tasks needed on the project to obtain full NEPA approval and not included in this scope of services:
- Preparation of Categorical Exclusion (CE).
 - Public Involvement Meeting.
 - Preparation of 4(f) documentation.
 - Drilling of potential hazmat sites.
 - Phase II cultural resources investigations.
 - Mitigation required for removal of the in-place bridge or impacts to the Jackson's Military Road History District.
 - Aquatic and/or protected species surveys.
 - Any permitting required for the project.

Project No. 0
County Lauderdale
Description BR on CR47 over Shoal Creek
Scope of Work Corridor Study
Project Length 1.20 Miles
Consultant AECOM
Fee Proposal (Corridor Study)

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng. & Env.)	2.90	\$ 669.26	\$ 1,940.85
Engineer	12.00	\$ 470.84	\$ 5,650.08
Engineering Technician/CADD	18.00	\$ 296.36	\$ 5,334.48
Environmental	17.00	\$ 495.92	\$ 8,430.64
Environmental Technician	23.00	\$ 283.76	\$ 6,526.48
Clerical	0.00	\$ -	\$ -
Total Direct Labor			\$ 27,882.53
Combined Overhead (%)	125.50		\$ 34,992.58
Out-of-Pocket Expenses**			\$ 1,307.90
Sub-Total			\$ 64,183.01
Operating Margin (10%)			\$ 6,418.30
Sub-Total			\$ 70,601.31
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
TerraXplorations (Cultural Resources)			\$ 26,097.75
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 1,304.89
Sub-Total			\$ 98,003.95
Facilities Capital Cost of Money (% of Direct Labor)	0.00		\$ -
TOTAL FEE			\$ 98,003.95

**See Grand Total Fee sheet

Project No. 0
 County Lauderdale
 Description BR on CR47 over Shoal Creek
 Scope of Work Corridor Study
 Project Length 1.20 Miles

Consultant AECOM

CORRIDOR STUDY	Engineer	Eng. Tech.	Env	Env. Tech.	Clerical
	Task A: Preliminary Corridor Investigation				
A-1 Obtain & Study State Supplied Maps					
A-2 Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas					
1. Data Search on Env. Features and Haz Mat			0.50		
2. Field Locate Haz Mat and Wetlands					
3. Prepare base mapping and label features (w/ aerial photography)		1.00		1.00	
4. Prepare ALDOT Project Kickoff meeting form and Initial Project Scope Template form	1.00		1.00		
A-3 Consult With Various Agencies, Ascertain Their Requirements					
1. Prepare Need and Purpose Statement and Project Description			0.50		
2. Create Project Location Map for Views and Comments Letter				0.50	
3. Review alternates	1.00	1.00	1.00	1.00	
4. Meet with State (2 - 1/2 day meetings anticipated)	1.00	1.00	1.00	1.00	
A-4 Develop General Design Criteria for Each Reasonable Alternate		2.00			
A-5 Perform a Capacity Analysis for Each Design Alternate					
A-6 Develop Study Report and Present to State and FHWA					
1. Develop environmental matrix for alternative decision			1.00	0.50	
2. Summarize environmental impacts for alternative decision			1.00		
3. Alternative analysis	2.00	2.00	2.00	2.00	
Task A Totals	5.00	7.00	8.00	6.00	0.00
Task B: Alternative Upgrading Studies					
B-1 Develop and Study Preliminary Alternate Designs to Determine Feasibility	4.00	8.00			
B-2 Tabulate ROW Requirements for All Alternates/Develop Cost Estimates	2.00	2.00			
B-3 Conduct Environmental Studies/Develop Alternative Matrix					
1. Finalize analysis of social features				0.25	
2. Finalize analysis of economic features				0.25	
3. Analyze Environmental Justice issues				0.25	
4. Coordinate prime farmland and complete form AD1006				0.25	
5. Develop land use and determine impacts				0.25	
6. Preliminary 4(f) /6(f) analysis (Potential programmatic section 4(f) for bridge removal/Military Rd impact to be scoped after corridor study)			1.00		
7. Locate floodplain				0.25	
8. Conduct Location Risk Assessment (After Corridor Study)					
9. Coordinate with FEMA					
10. Coordinate with US Coast Guard for Bridge Permit (Shoal Creek is Navigable Water, ALDOT-ETS to handle permit if required)					
11. Identify hazmat sites			1.00	1.00	
12. File review of potential hazmat sites				0.25	
13. Complete hazardous material notification forms				0.50	
14. Provide hazardous material notification forms to STATE (3 site anticipated)				0.25	
15. Format traffic for Cal3qhc and Mobile 6 (Air Modeling Not Anticipated)					

CORRIDOR STUDY	Engineer	Eng. Tech.	Env	Env. Tech.	Clerical
16. Air analysis memo				0.50	
17. Identify noise sensitive sites				0.50	
18. Obtain existing noise measurements				0.50	
19. Format traffic data and input noise model data				1.00	
20. Perform noise analysis, write report and tabulate impacts (New Alignment Roadway) (After Corridor Study)					
21. Noise barrier analysis for benefited/impacted (Not Anticipated)					
22. Coordinate with SHPO (Historic truss bridge & Jacksons Military Road HD in project area. Impacts to bridge/HD to be scoped after corridor study			1.00		
23. Preliminary viewshed analysis for bridges and Jacksons Military Road			1.00		
24. Setup GPS and delineate wetland/stream sites				1.00	
24. Add delineations to base mapping				1.00	
25. Complete wetland delineation data forms for each wetland/upland location			1.00	1.00	
26. Wetland report/figures			2.00	3.00	
27. Perform Indirect and Cumulative Impact Assessment (After Corridor Study)					
28. Coordinate with USFWS - 4 aquatic species and 3 bat species in area. Impacts to species to be scoped after corridor study					
29. Coordinate with TVA (After Corridor Study)					
30. Environmental Commitments					
31. Habitat Assessment and Report			1.00	3.00	
32. USACE Section 10/404 NW14 Permit (After Corridor Study)					
33. ALDOT Coordination	1.00	1.00	1.00	1.00	
34. Right of Entry Letters					1.00
B-4 Prepare Information for and Attend Public Inv. Meeting / Analyze Comments (After Corridor Study)					
1. Develop handouts, fact sheet and exhibits for in person and online meeting					
2. Prepare powerpoint presentation, mapping & project information mailout for online meeting					
3. Briefing meeting with STATE personnel prior to public meeting					
4. Attend public involvement meeting					
5. Tabulate and analyze public comments					
B-5 Review Feasible Alternates & Prepare Categorical Exclusion (After Corridor Study)					
1. Coordinate with STATE					
2. Prepare CE figures (1 Alternative)					
3. Prepare CE document					
4. Submit document to STATE					
5. Respond to comments from FHWA					
6. Publish document					
B-6 Prepare Information for and Attend Corridor Hearing / Analyze Comments					
Task B Totals	7.00	11.00	9.00	17.00	0.00
Task C: Engineering Analysis on Selected Alternative					
C-1 Refine Selected Alternate and Prepare Layout Map and Profile/Study Report					
C-2 Prepare FONSI on Preferred Alternate/Submit for Review & Approval					
Task C Totals	0.00	0.00	0.00	0.00	0.00
TOTALS	12.00	18.00	17.00	23.00	0.00

Project No.	BR-0022(531)
County	Lauderdale
Description	BR on CR47 over Shoal Creek
Scope of Work	Corridor Study
Project Length	1.20 Miles
Consultant AECOM	

Out-of-pocket Expenses (Corridor Study)

TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
Bham to Florence	2	270	\$0.670	\$	361.80
Bham to Montgomery	1	180	\$0.670	\$	120.60
			\$0.670	\$	-
			\$0.670	\$	-
Total Mileage Cost				\$	482.40
Subsistence Cost					
	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	1	2	\$12.75	\$	25.50
Travel allowance (12 hour trips - meal provided by others)			\$20.00	\$	-
Travel allowance (12 hour trips)			\$30.00	\$	-
Travel allowance (overnight)***	2	2	\$100.00	\$	400.00
				\$	-
Total Subsistence Cost				\$	425.50
Total Travel Cost				\$	907.90
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Total Printing/Reproduction Cost				\$	-
Communication Cost (telephone, fax, etc.)					Total
					\$ -
Postage Cost (overnight, stamps, etc.)					Total
FED EX - 2 @ \$20					
Other (provide description on next line)					Total
GPS Rental & EDR Report					\$ 400.00
Total Out-of-pocket Expenses				\$	1,307.90

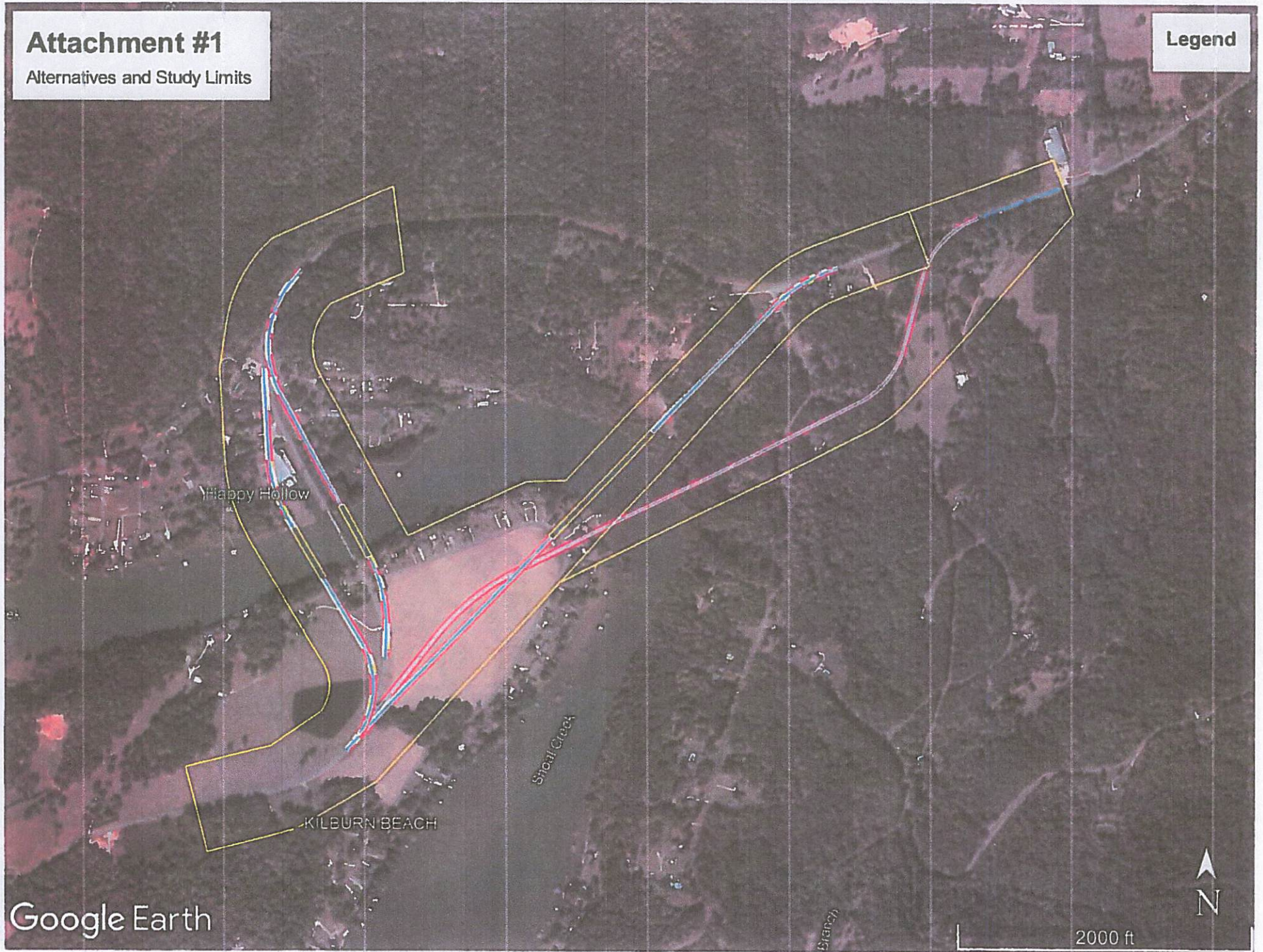
Comments:

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

Attachment #1

Alternatives and Study Limits

Legend



Google Earth

2000 ft

N



TERRAXPLORATIONS, INC.

Leading the future in recording America's past

January 4, 2024

Mandy Phillips
AECOM
3800 Colonnade Pkwy #400
Birmingham, AL 35243

Re: Cost Proposal for a Cultural Resource Survey for the Happy Hollow Property Located in Lauderdale County, Alabama (approximately 196 acres)

Dear Ms. Phillips:

Per your request for a bid for a Cultural Resource Survey for the Happy Hollow Property Located in Lauderdale County, Alabama (approximately 196 acres), I am providing the following information:

TerraX can provide a qualified team for a cultural resources survey, which is estimated to require ten (10) days (two weeks) for background research and fieldwork. Following the completion of fieldwork, the report will require 28 business days to complete. Preliminary research shows that Lauderdale County Road 47 is listed as a historic district in the Alabama Register of Landmarks and Heritage, and the bridge within the proposed project area was determined eligible in the statewide bridge context. The roadway was initially a part of Indigenous trails and was later formed into the road from Nashville to New Orleans that was used during the War of 1812. In addition to those two resources, there will be 21 buildings in the area that will need to be recorded. This work will require two weeks of background research and writing from a member of our architectural history team.

We will provide immediately after the completion of archaeological fieldwork a summary email of the results of the fieldwork, including areas surveyed, resources identified, and any unexpected issues that arose during the fieldwork. We will also provide all initial findings in GIS shapefile format (shp files and kmz). A report of findings will be prepared and submitted, fully describing the investigation's conduct, results, and recommendations. All study components will comply with the standards set by the Alabama Historical Commission.

Fieldwork assumptions for this project include:

- Visual inspection of the 196 acres (ac) (79.3 hectares [ha]) project footprint
- Excavation of 882 transect shovel tests at 30-meter intervals and an additional 100 shovel tests to delineate the new archaeological sites
- Discovery of four (4) new archaeological sites
- Assumes per diem for meals at \$45 per person/per day for a crew of three (3) conducting fieldwork concurrently within the project footprint; crews will each consist of one (1) SOI-qualified Field Director
- Assumes a total of ten (10) days of fieldwork for a crew of three (3)
- Assumes analysis and curation of 100 artifacts

3120 University Blvd. E
Tuscaloosa, AL 35404

205.657.0391
www.terraxplorations.com

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Leading the future in recording America's past

TerraX can provide all necessary personnel and equipment to conduct the investigation for a lump sum total of **\$26,097.75**. Please note this total cost is based on the assumptions mentioned above and is subject to change if the project scope exceeds expectations. We can initiate work within fifteen (15) days of a written notice-to-proceed. The provided cost proposal is valid for 90 days. Please feel free to contact me at 205-657-0391 if you have any questions or need additional information.

Thank you for the opportunity to bid on this project.

Sincerely,

Emma Jackson Pepperman
Principal Investigator and Historian

3120 University Blvd. E
Tuscaloosa, AL 35404

205.657.0391
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Helping our clients through the cultural resource process Doing the best job in every situation Advancing our employees

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission received Community Development Block Grant-CV funds to prevent, prepare for, and respond to the COVID-19 pandemic and other infectious diseases; and

WHEREAS, not all items identified in the initial application and subsequent formal amendment for additional funding were purchased, thus leaving a balance of seventy-two thousand, five hundred seventy-two dollars and two cents in the Equipment activity of the project budget; and

WHEREAS, the Lauderdale County Commission wishes to purchase equipment not previously identified in the initial application or formal amendment to prevent, prepare for, and respond to the COVID-19 pandemic and other infectious diseases; and

NOW THEREFORE BE IT RESOLVED,

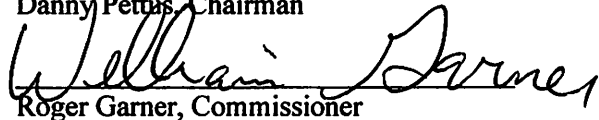
1. Per Alabama CDBG Intergovernmental Policy Letter Number 2 (Revision 6), the Lauderdale County Commission recognizes a formal amendment is necessary to authorize the proposed change in scope to CDBG Project #CV-NC-20-026, and
2. The Chairman is duly authorized to sign all documents necessary for this formal amendment.

Done this the 8th day of July, 2024.

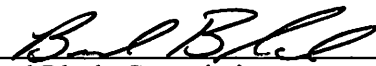
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

DANNY PETTUS
CHAIRMAN

BRENDA BRYANT
ADMINISTRATOR

ERIC HILL
ENGINEER

CHRISTOPHER A. SMITH
ATTORNEY



MEMBERS

BRAD BLACK
DISTRICT 1

ROGER GARNER
DISTRICT 1

JOE HACKWORTH
DISTRICT 2

FAY PARKER
DISTRICT 2

July 8, 2024

Ms. Kathleen A. Rasmussen, Ph.D.
CED Division Chief
ADECA
P.O. Box 5690
Montgomery, AL 36103-5690

Re: Lauderdale County Commission
CDBG-CV Project CV-NC-20-026

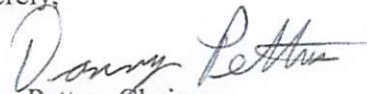
Dear Ms. Rasmussen:

The Lauderdale County Commission desires to purchase equipment not previously identified in our initial CDBG-CV application or formal amendment request for additional CDBG-CV funding, thus necessitating a formal amendment per ADECA CDBG-CV staff. No new activities will be added (currently Equipment, Health Services, and General Program Administration), there will be no change in the number of beneficiaries from the original CDBG-CV project, and the proposed purchase change remains below 10% of the total CDBG program costs. Currently, \$72,572.02 remains in our Equipment activity, and the newly proposed items will assist Lauderdale County in preventing, preparing for, and responding to the spread of infectious diseases such as COVID-19.

Please see the attached public notification of formal amendment, minutes of the public hearing, list of attendees, resolution, and description of the proposed purchases.

Thank you for your consideration of our request.

Sincerely,


Danny Pettus, Chairman
Lauderdale County Commission

**Lauderdale County Commission
CDBG-CV Project CV-NC-20-026
Formal Amendment**

The Lauderdale County Commission seeks approval to purchase equipment not previously identified in the initial application or formal amendment. Per Brad Holmes, Director of Emergency Operations for the Florence/Lauderdale EMA – Lauderdale 911, the BiPAP machines proposed in the second-round formal amendment requests are no longer manufactured. As the COVID-19 virus evolved, so did technology, and the manufacturer discontinued the product. Additionally, the North Alabama Medical Center was able to obtain the needed equipment through other means, thus \$72,572.02 remains in the CDBG-CV project's Equipment activity.

Equipment proposed for purchase, and the reasoning behind, as described by Brad Holmes:

- 1) We serve a large, very rural, county with several hundred miles of dirt roads. During the initial phases of the pandemic, we found accessing patients in some rural areas of the county was difficult. The Kimtek Transport (#1) is an insert onto the bed of an ATV which can support a backboard, gurney, and medic to safely bring a patient to medical care. We already own the ATV, so this is for the insert only.
- 2) Prior to COVID, our agency only owned a 1981 bread truck which served as a command/control point for responders in the field. This did not allow for social distancing and was not able to be deployed to support our medical vaccination teams in the field. As a result, the County Commission purchased EMA a 22-foot trailer to convert into a command-control point for field operations. The Upfit (#2) is a conversion so we will have a resource to deploy in direct support of medical teams in our community.
- 3) The 7 Kw generator (#3) will provide power to the response trailer (#2) and any additional support trailers operating in the field in response to infectious disease.
- 4) The Junkin Breakaway litter (#4) will be paired with the Kimtek Transport (#1) for moving patients from remote locations to awaiting medical staff.
- 5) The tablets and charging stations (#5) correct an issue we found during the vaccination process. Because we lacked the technology to track patients and vaccinations, we relied on cell phones and paper. This was inefficient and extended the process of vaccination. Our goal is to provide this resource for both field deployment in response to infectious disease, and to insure availability for our staff to remain operational in the event of community wide sheltering as seen during COVID-19's peak.
- 6) Lastly, we recognized a communications deficiency between our volunteer fire medic, our ambulance services, and our hospital. This is because the volunteer fire departments do not have the ability to communicate with our EMS on the HEAR frequency (reserved for medical emergencies). Had radios (#7) been in place at the onset of COVID, we likely would have prevented unnecessary exposure calls which sidelined many nurses, doctors, and paramedics.

COST ESTIMATE

	ITEM	QTY	Cost Each	Total
1	Kimtek Transport Deluxe (Med ATV transport)	1	\$7,250	\$7,250
2	Upfit for command/control trailer	1	\$21,203	\$21,203
3	7 Kw Generator	1	\$9,000	\$9,000
4	Junkin Breakaway Litter for Patient Transport	1	\$1,260	\$1,260
5	Tablet Charging Station	1	\$765	\$765
6	Tablets for maintaining event records	15	\$1,500	\$22,500
7	Kenwood Radio for Vol Fire Comms to Hospital	15	\$700	\$10,500
Estimated Total				\$72,478

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission would like to appoint Chairman, Danny Pettus to serve on the 2024-2025 ACCA Legislative Committee.

BE IT RESOLVED, the Lauderdale County Commission approves Chairman, Danny Pettus serving on the 2024-2025 ACCA Legislative Committee.

Done this the 8th day of July, 2024.

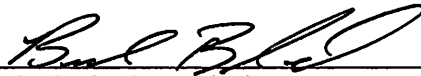
LAUDERDALE COUNTY COMMISSION



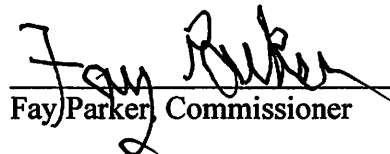
Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

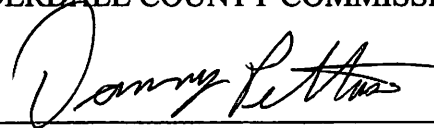
LAUDERDALE COUNTY §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the FY 2024 County Rebuild Alabama Annual Report attached hereto and shall post for public inspection on the county website.

Done this 8th day of July 2024.

LAUDERDALE COUNTY COMMISSION



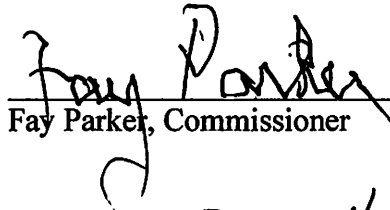
Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:


Brenda Bryant, County Administrator



FY 2024 County Rebuild Alabama Contractor Report

Lauderdale County



Pursuant to Section 9a of the Rebuild Alabama Act, the Lauderdale County Commission submits the following list of contractors that were awarded projects utilizing Rebuild Alabama Funds for the above stated fiscal year.

Signed: *Danny Pethun*

Date: 7-8-2024

Chairman, Lauderdale County Commission

Project No.	Road Name/ Number	Description of Work	Contractor Awarded Work	County Rebuild Alabama Funds, Federal Aid Exchange Funds or both
RA-LCP 01-01-2024	CR 2	Resurfacing	Rogers Group	CRAF
RA-LCP 01-02-2024	CR 61	Resurfacing	Rogers Group	CRAF
RA-LCP 01-03-2024	CR 8	Resurfacing	Rogers Group	FAEF
RA-LCP 01-04-2024	CR 50	Resurfacing	Rogers Group	CRAF
RA-LCP 01-05-2024	CR 91	Resurfacing	Rogers Group	CRAF
RA-LCP 01-06-2024	CR 605	Resurfacing	Rogers Group	CRAF
RA-LCP 01-07-2024	CR 91	Resurfacing	Rogers Group	CRAF
RA-LCP 01-08-2024	CR 610	Resurfacing	Rogers Group	CRAF
RA-LCP 1-09-2024	Thornton Dr.	Resurfacing	Rogers Group	CRAF
RA-LCP 1-10-2024	Reynolds Dr.	Resurfacing	Rogers Group	CRAF
RA-LCP 01-11-2024	Naomi Dr.	Resurfacing	Rogers Group	CRAF

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission agrees that a Koger Town sign in recognition of Major “Coon” Koger and wife Mary Koger will be placed at the beginning and end of town limits. This is being done in recognition of the Major and Mrs. Koger being a charitable couple in this community, and purchased by the Koger family, and

NOW THEREFORE BE IT RESOLVED, Koger Town signs will be placed in remembrance and recognition of Major and Mary Koger on Lauderdale County Road 128, Florence, Alabama in the designated area that is specified on the application.

Done this the 8th day of July, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

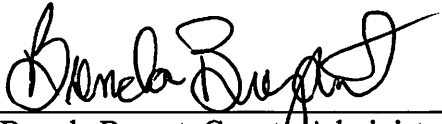


Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

LA-2024-1

BID ITEM: "Various Printing Jobs"
OPENING: Friday, July 5, 2024
DATE MAILED: Monday, June 24, 2024

	SHERIFF - RECEIPT BOOKS	SHERIFF - SEX OFFENDER FEE RECEIPT BOOKS	LICENSE - BUSINESS LICENSE DOCUMENTS ENCLOSED WINDOW ENVELOPES	LICENSE - BUSINESS LICENSE NOTICE ENCLOSED WINDOW ENVELOPES	LICENSE - AUTO DECAL WINDOW ENVELOPES	NO RESPONSE	LOW BID	NO BID
Data Pro Attn: Joe Smith 2106-A West Ferry Way Huntsville, AL 35801								
Diversified Companies Attn: John Dawson 3721 Powers Court Chattanooga, TN 37416								
Herald Printing 328 N. Pine Street Florence, AL 35630								
IMS Enterprises 3115 Northington Ct Florence, AL 35630								
Printer & Stationers 113 N Court Street Florence, AL 35630	10 - \$444	20 - \$564	5000 - \$343.50 10000 - \$635	5000 - \$343.50 10000 - \$635	10000 - \$635 20000 - \$1270.50			

Yes to price
Breaks per
Rodney

Yes to price
Breaks per
Rodney

Yes to price
Breaks per
Rodney