

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 11<sup>th</sup> day of December, 2023. 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
Fay Parker	Commissioner, District 2

Joe Hackworth, Commissioner, District 2 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, Fay Parker.

Awards and Presentations: None

Public Comments on Agenda Items: None

Commissioner Parker moved, seconded by Commissioner Black 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 Garner moved, seconded by Commissioner Parker 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 Black moved, seconded by Commissioner Parker to approve renewing the Dumpster Agreement with the Lauderdale County Board of Education for another year with the updated pricing. This signed agreement will be 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.

Commissioner Garner moved, seconded by Commissioner Black to approve the Lauderdale County Sheriff's Department beginning the process to apply for a fund known as the Sheriff's Advancement in Education, Technology, and Training Fund. 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 Black to purchase a Kubota through Sourcewell for nineteen thousand two hundred seventy-two dollars and twenty-seven cents. This purchase will be made from the Workforce Development Center Fund to be used during construction of the Workforce Development Center. There being no discussion and upon a vote taken, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Black to approve change order number three for the Workforce Development Center, in the amount of four hundred ninety-one five-hundred fifteen dollars and seventy-eight cents with a sixty-day extension. The detailed change order contract will be attached with the minutes. There being no discussion and upon a vote taken, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

Chairman Danny Pettus announced that the County Commission had chosen to table Property Issue number 1 at this time.

Commissioner Black moved, seconded by Commissioner Garner to approve the process and filing of corrective and accurate deed to the property bought by Lauderdale County off highway 101 for use by the Lauderdale County Road Department. There being no discussion and upon a vote taken, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Garner to approve FMLA for a solid waste employee who has qualified. Chairman Pettus referred to County Administrator, Brenda Bryant to elaborate. Brenda Bryant commented that all the medical paperwork was in order. There being no further discussion, and upon a vote taken, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Black to appoint Gilbert Reid Melson III to the SEDA board. This appointment will expire on September 30<sup>th</sup>, 2026. There being no further discussion, and upon a vote taken, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Garner to appoint Jay Cochran to the SEDA board. This appointment will expire on September 30<sup>th</sup>, 2025. There being no further discussion and upon a vote taken, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Black to appoint Andrew Massey to the West Lauderdale Water and Fire Protection Board. This appointment will expire on March 10, 2027. There being no further 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 Black seconded by Commissioner Parker. There being no discussion and upon a vote taken, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

**LAUDERDALE COUNTY CHECKS ISSUED :**  
**November 27, 2023 to December 10, 2023**

1	General-Special	61098-61153	621,848.30
2	Agri-Business Fund	4083	33.85
3	Pistol Permit Revenue Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	N/A	0.00
5	LEPA Fund	9083-9088	4,546.90
6	Gasoline Tax Fund	18787-18795	172,630.22
7	Public Bldg., R & B Special	483	750,000.00
8	Public Highway & Traffic Fund	N/A	0.00
9	Al. Trust Capital Improvement Fund	N/A	0.00
10	RRR Gasoline Tax Fund	745	19,864.88
11	Reappraisal Fund	12666-12674	75,366.50
12	Reappraisal Money Market	N/A	0.00
13	Tourism, Rec. & Convention Fund	622	150.00
14	RSVP Fund	18231-18238	2,096.30
15	Child Protection Fund	1282	1,848.29
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	Workplace Development Center Fund	1065-1067	67,508.00
20	Special Grants Fund	N/A	0.00
21	ARPA Revenue Reduction Fund	1014	222,622.53
22	Coronavirus Rescue Act Fund	N/A	0.00
23	CDBG Fund	N/A	0.00
24	Solid Waste Fund	9338-9348	584,536.82
25	Account Payable Fund	47858-47926	1,193,624.26
26	Fire Protection Fee Fund	5027-5054	447,445.88
27	Industrial Development Tax Fund	1242	718,138.75
28	Tobacco Tax Fund	3188-3191	10,016.00
29	TVA Tax Fund	N/A	0.00
<b>TOTAL-</b>			<b>\$ 4,892,277.48</b>

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

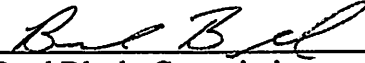
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



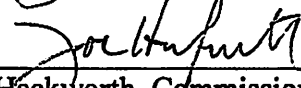
Roger Garner, Commissioner



Brad Black, Commissioner

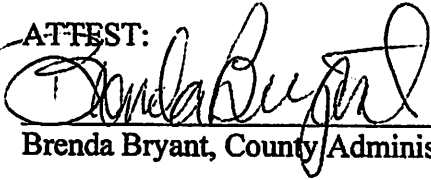


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

**LAUDERDALE COUNTY COMMISSION  
REGULAR MEETING AGENDA  
December 11, 2023**

**A. OFFICIAL AGENDA**

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner Parker
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—Dumpster Agreement
4. Resolution—Sheriff Grant
5. Resolution—Kubota
6. Resolution—Change Order
7. Resolution—Property Issues 1
8. Resolution—Property Issues 2
9. FMLA
10. Board Appointments
11. 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 §

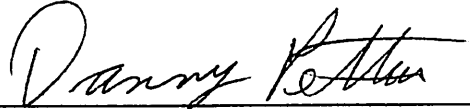
RESOLUTION

WHEREAS, the Lauderdale County Commission wishes to renew the contract with Lauderdale County Schools as the Lauderdale County Solid Waste Department provides dumpster service to all Lauderdale County Schools as outlined in the attached Dumpster Service Agreement applying the new rates, effective December 31<sup>st</sup>, 2023; and

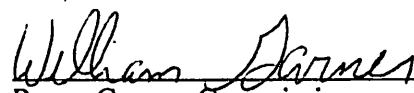
NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the new Dumpster Services Agreement with the Lauderdale County Board of Education is herein approved.

Done this the 11<sup>th</sup> day of December, 2023.

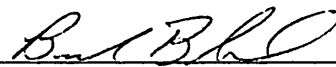
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner

absent

Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

DUMPSTER SERVICES AGREEMENT

THIS DUMPSTER SERVICES AGREEMENT (THE "AGREEMENT") IS ENTERED INTO THIS THE 31<sup>ST</sup> DAY OF DECEMBER, 2023 BY AND BETWEEN THE LAUDERDALE COUNTY COMMISSION ("COMMISSION") AND THE LAUDERDALE COUNTY BOARD OF EDUCATION. ("BOARD")

WHEREAS, the board desires to contract with the Commission to perform dumpster services at the below listed locations in accordance with the terms of this agreement; and

WHEREAS, the Commission desires to provide certain services for the Board as outlined in this agreement.

NOW THEREFORE, in consideration of the above recitals, which are hereby incorporated into the below agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the Commission and the Board agree as follows:

1. SERVICES: The Commission, by and through its Solid Waste Department, agrees to perform and provide dumpster services in a timely, expeditious, and professional manner; dumpster services in accordance with all applicable provisions shall begin on November 1, 2022. The dumpster services shall continue on a monthly basis for a period of 12 months. The parties may renew the contract and/or negotiate different terms of the contract at the end of the initial 12-month period and any 12-month period thereafter.

The Commission, by and through its Solid Waste Department, will provide dumpster services to various locations listed as follows:

- Underwood -- \$300 per month (2 -- both 6-yards)
- Central -- \$1,450 per month (5 -- (3) 8-yards and (2) 6-yards)
- Waterloo -- \$545 per month (2 -- (1) 8-yard, (1) 6-yard)
- Wilson -- \$980 per month (5 -- (3) 6-yards and (2) 8-yards)
- Brooks-Elementary -- \$605 per month (2 -- both 8-yards)
- Brooks High -- \$975 per month (4 -- all 8-yards)
- Allen Thornton -- \$370 per month (2 -- both 8-yards)
- LCHS -- \$1,215 per month (5 -- (2) 8-yards and (3) 6-yards)

Lexington -- \$605 per month (2 - both 8-yards)

Rogers -- \$1215 per month (5 - (3) 6-yards and (2) 8-yards)

LBOE offices -- \$250 per month (2 - both 6-yards)

**2. COMPENSATION:** For satisfactory performance of dumpster services hereunder, the Board has agreed to the following contract. Each school and the Board of Education will be billed individually through the City of Florence Utilities at the costs listed in said agreement and any extra dumpsters needed at other times will be added as ordered.

**3. YEARLY CONTRACT:** This contract is for a 12-month period beginning on December 31<sup>st</sup>, 2023 and ending on December 31, 2024. This contract may be extended for additional periods by official action of the Commission and the Board validating any extension.

**4. TERMINATION:** Either party may terminate this agreement at any time by giving the other party written notice of not less than 60 days. In the event of termination, payments will be made by the Board to the Commission for all work performed up to the date of termination.

It is acknowledged by both parties that they are elected parties by the citizens of Lauderdale County and act as the governing body of Lauderdale County as the Lauderdale County Commission and as the Lauderdale County School Board. All agreements shall be ratified by resolution of both parties duly passed pursuant to their rules, procedures, and the laws of the State of Alabama.

**5. NOTICE:** Any notice to be given hereunder by any party to the other shall be given in writing and shall be deemed given when sent by certified mail.

Notices to the Commission shall be addressed to:

Lauderdale County Commission  
102 South Court Street, 6<sup>th</sup> Floor  
Florence, Alabama 35630

Notices to the Board shall be addressed to:

Lauderdale County Board of Education  
355 County Road 61  
Florence, Alabama 35634



6. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this agreement.

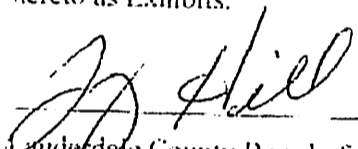
7. **SEVERABILITY:** If any of the provisions of this agreement shall be invalid or unenforceable such invalidity or unenforceability shall not invalidate or render unenforceable the entire agreement, but rather the entire agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.

8. **INTERPRETATION:** The validity and interpretation of this agreement shall be determined under Alabama law. Any actions arising directly or indirectly as a result or in consequence of this agreement shall be instituted and litigated only in the courts having situs in Lauderdale County, Alabama.

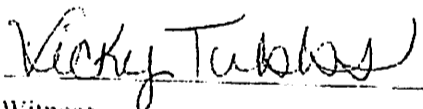
9. **EFFECTIVE DATE:** The effective date of this agreement shall be December 31<sup>st</sup>, 2023.

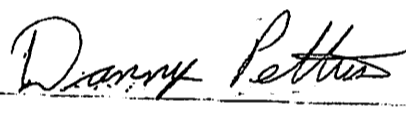
**IN WITNESS WHEREOF,** the parties have caused their duly authorized representatives to sign this Dumpster Agreement as of the date first written above.

10. **RESOLUTIONS:** This agreement shall be authorized by Resolutions of the Board and the Commission passed at their regular meetings with a certified copy of said Resolutions attached hereto as Exhibits.

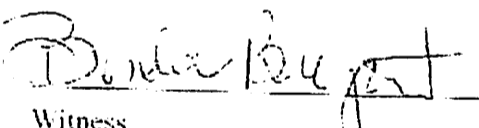
  
\_\_\_\_\_  
Lauderdale County Board of Education

12/13/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Lauderdale County Commission

12/11/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, there is created in the State of Alabama Treasury a fund known as Sheriff's Advancement in Education, Technology and Training Fund; and

WHEREAS, the Lauderdale County Commission is aware that the Lauderdale County Sheriff's Department submitted an application to receive lost permit revenue from this fund; and

WHEREAS, the Lauderdale County Sheriff's Department is responsible for sending quarterly reports in order to receive lost permit revenue.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the above listed process begin immediately and approves any budget amendment needed.

Done this the 11<sup>th</sup> day of December, 2023.

LAUDERDALE COUNTY COMMISSION

*Danny Pettus*

Danny Pettus, Chairman

*William Garner*

Roger Garner, Commissioner

*Brad Black*

Brad Black, Commissioner

*Fay Parker*

Fay Parker, Commissioner

*absent*

Joe Hackworth, Commissioner

ATTEST:

*Brenda Bryant*

Brenda Bryant, County Administrator

STATE OF ALABAMA §  
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission approve purchasing a V-Series RTV-X1140WL-H Kubota Tractor, Model Kubota D1105 through Sourcewell, for nineteen thousand two hundred seventy-two dollars and twenty-seven cents to be used for the Workforce Development Center construction.

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the Kubota tractor will be purchased with funds from the Workforce Development Center Fund, and any budget amendment necessary is hereby authorized and approved.

Done this the 11<sup>th</sup> day of December, 2023.

LAUDERDALE COUNTY COMMISSION



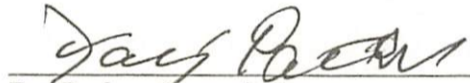
Danny Pettus, Chairman



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 approves change order number three for the Workforce Development Center project; and

WHEREAS, change order number three be issued with the additive amount of four hundred and ninety-one thousand five hundred fifteen dollars and seventy-eight cents which also includes a sixty-day time extension; and

BE IT RESOLVED that the Lauderdale County Commission approves the attached contract for change order number three, and

BE IT FURTHER RESOLVED that any budget amendment needed is hereby authorized and approved.

Done this the 11<sup>th</sup> day of December, 2023.

LAUDERDALE COUNTY COMMISSION

*Danny Pettus*

Danny Pettus, Chairman

*William Garner*

Roger Garner, Commissioner

*Brad Black*

Brad Black, Commissioner

*Fay Parker*

Fay Parker, Commissioner

*absent*

Joe Hackworth, Commissioner

ATTEST:

*Brenda Bryant*

Brenda Bryant, County Administrator



**Alabama Department of Finance**  
**Real Property Management**  
**Division of Construction Management**  
 P.O. Box 301150, Montgomery, AL 36130-1150  
 770 Washington Avenue, Suite 444, Montgomery, AL 36104  
 (334) 242-4082 (phone)



**Summary**

DCM Project No: 2020715

Contract: A

PSCA Project No: P009

Contractor Company Name: First Team Construction Co., Inc  
 Company Address: PO Box 1267  
 Auburn, AL 36831

Project: Lauderdale County Work Development Center

Owner Entity Name: Lauderdale County Commission

Architectural / Engineering Firm Name: Goodwyn Mills Cawood, LLC

Transmitted herewith is the following:

Date of Modification  
and Change Order

Description

01/11/2024	Modification - Adjusting		
	Change Amount	Days Added, if any	Change Order # 01
	\$ 491,515.78	60	Add ASI#1

Project Owner Coordination / Acknowledgements	
<i>John Hitt</i>	02/11/2024
John Hitt	
<i>Jonathan D. Grammer</i>	02/13/2024
Jonathan D. Grammer, Regional VP	
<i>Danny Pettus</i>	02/13/2024
Danny Pettus - Chairman	
<i>Sommer Coleman</i>	02/13/2024
Senior Project Manager	
<i>Danny Pettus</i>	04/24/2024
DannyPettus	

Public School and College Authority and \_\_\_\_\_, Owners, and  
First Team Construction Co., Inc \_\_\_\_\_, Contractor, for Lauderdale County Work Development Center

is hereby amended to be as stated below.

Date(s) of previous Modifications affecting SEVERABLE PAYMENT: N/A

Amount of original Contract: \$ 25,667,700.00

Net Amount of fully-executed Change Orders Nos. N/A through N/A : \$ 0.00

Total Amount of Contract this date: \$ 25,667,700.00

Amount of proposed Change Order No. 01 : \$ 491,515.78

Proposed Revised Contract Sum, if any: \$ 26,159,215.78

Total Amount to be assumed by the Authority: \$ 7,964,259.35

Total Amount to be assumed by the Local Owner (include amounts of previous and future payments made/to be made with local funds; attach previous documentation): \$ 18,194,956.43

**SEVERABLE PAYMENT:**

1. The Alabama Public School and College Authority will pay the Contractor  
seven million nine hundred sixty-four thousand two hundred fifty-nine dollars and thirty-five cents  
Dollars (\$ 7,964,259.35 ) from its available funds.

Lauderdale County Commission

2. The \_\_\_\_\_ will thereafter pay the Contractor the remaining  
eighteen million one hundred ninety-four thousand nine hundred fifty-six dollars and forty-three cents  
Dollars (\$ 18,194,956.43 ) from its available funds.

**CONSENT OF SURETY**

Travelers Casualty and Surety Company of America

Surety Company Name

By Stephen T. Watson  
Its Attorney-in-fact Signature

Name & Title: Stephen T Watson, Attorney-in-Fact

Surety Company: Attach required Power of Attorney, which must be dated the same as the Preparation Date of this Modification.

**APPROVED BY**

**ALABAMA DEPARTMENT OF FINANCE,  
REAL PROPERTY MANAGEMENT,  
DIVISION OF CONSTRUCTION MANAGEMENT**

By Lee Demand  
Director

Reviewed By [Signature]  
Contract Administrator

Reviewed By N/A  
DCM Project Manager (applicable State Agency projects only)

**CONTRACTING PARTIES**

First Team Construction Co., Inc  
Contractor Company Name

By Greg Kiteley  
Name & Title: Greg W. Kiteley, C.E.O.

Lauderdale County Commission

Local Owner Entity Name

By Danny Pettus  
Name & Title: Danny Pettus

State Agency (non-K-12/Univ.) Local Owner Entity second signature, if any:

Local Owner Entity (State Agencies only)

By N/A  
Name & Title: \_\_\_\_\_

**ALABAMA PUBLIC SCHOOL AND COLLEGE  
AUTHORITY**

By Kay Ivey Date: 07/01/2024  
Governor and President of Authority



LD

X PSCA funds are available in the amount stated above.  
PSCA funds are not available in the amount stated above.



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **STEPHEN T WATSON** of **OPELIKA**, **Alabama**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **February**, **2024**.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

<b>TO: Contractor Company Name &amp; Address:</b> First Team Construction Co., Inc PO Box 1267 Auburn, AL 36831	<b>PROJECT:</b> Lauderdale County Work Development Center
--	--

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated November 27, 2023

FURNISH the necessary labor, materials, and equipment to *(Description of work to be done or changes to be made. If the description is continued in an attachment, identify the attachment below.):*

Changes per ASI 1

+\$491,515.78



Description continued from Page 1:



Use the adjacent attachment button on this Form 9-J to attach all change order supporting documentation including contractor's detailed change order cost proposal(s), except for the summary of change order proposal numbers and explanations. Use the attachment button as needed on the following Form B-11 to attach the summary of change order proposal numbers and explanations.

<b>ORIGINAL CONTRACT SUM</b>	\$ <u>25,667,700.00</u>
<b>NET TOTAL OF PREVIOUS FULLY-EXECUTED CHANGE ORDERS</b>	\$ <u>0.00</u>
<b>PREVIOUS REVISED CONTRACT SUM</b>	\$ <u>25,667,700.00</u>
<b>THIS CHANGE ORDER WILL CHANGE THE CONTRACT SUM BY</b>	\$ <u>491,515.78</u>
<b>REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER</b>	\$ <u>26,159,215.78</u>

EXTENSION OF TIME resulting from this Change Order: None or X 60 Calendar days

The Owner does hereby certify that this Change Order was executed per the provisions of Title 39, Code of Alabama, 1975, as amended.



**CONSENT OF SURETY**  
Travelers Casualty and Surety Company of America

---

Surety Company Name

By Stephen T. Watson  
Its Attorney-in-fact Signature

Name & Title: Stephen T Watson, Attorney-in-Fact

Surety Company: Attach required Power of Attorney, which must be dated the same as the Preparation Date of this Change Order.

**APPROVED BY**

**ALABAMA DEPARTMENT OF FINANCE,  
REAL PROPERTY MANAGEMENT,  
DIVISION OF CONSTRUCTION MANAGEMENT**

By Lee Desmond  
Director

Reviewed By [Signature]  
Contract Administrator

Reviewed By N/A  
DCM Project Manager (applicable State Agency projects only)

**For DCM office use only:**

- PSCA funds are available to fund this change order.
- PSCA funds will not be used to fund this change order.

LD

Goodwyn Mills Cawood, LLC  
Architectural/Engineering Firm

Recommended By Gary L. Owen, Jr., AIA  
Name & Title Gary L. Owen, Jr, RVP

**CONTRACTING PARTIES**

First Team Construction Co., Inc  
Contractor Company Name

By Greg Kiteley  
Name & Title: Greg W. Kiteley, C.E.O.

Lauderdale County Commission

Local Owner Entity Name

By Danny Pettus  
Name & Title: Danny Pettus

State Agency (non-K-12/Univ.) Local Owner Entity second signature, if any:

Local Owner Entity (State Agencies only)

By N/A  
Name & Title:

**ALABAMA PUBLIC SCHOOL AND COLLEGE  
AUTHORITY**

By Kay Ivey Date: 07/01/2024  
Governor and President of Authority

November 27, 2023

Mr. Hunter Swatek  
Goodwyn Mills Cawood, LLC  
2400 5<sup>th</sup> Avenue South  
Birmingham, Alabama 35233

RE: LAUDERDALE COUNTY WORK DEVELOPMENT CENTER  
- Architect Job #ABHM200035 - Change Order Proposal #3R3, FTC RFC #3R3:

Dear Mr. Swatek,

We propose to furnish all necessary labor, materials, equipment, tools, supervision, and all items necessary for the following:

- Changes per ASI #1

We respectfully request a signed Owner Change Order be issued in the additive amount of Four Hundred and Ninety One Thousand Five Hundred Fifteen Dollars & 78/100 (\$491,515.78) for this work.

We are currently requesting a 60-day time extension for this additional work

If you have any questions, please call me at your soonest convenience.

Sincerely,

*Max White*

Max White  
Vice President

**Attachments**

CC: Curtis Schultz - First Team Construction  
Tim Adams – First Team Construction  
File: Proposals

P.O. Box 1267, Auburn, AL 36831 • Phone (334) 502-7400 • Fax (334) 821-0046

Lauderdale County Work Development Center  
 - Florence, Alabama  
 COP #3 - ASI #1 R3

November 28, 2023  
 FTC RFC #3

DIVISION AND ITEM	QTY	UNIT	RATE PER UNIT				EXTENSIONS			
			LABOR	MATERIAL	SUB	EQUIP	LABOR	MATERIAL	SUB	EQUIP
<b>Division 2</b>										
Back fill Basement	7150	CY	-		(22.00)		-	-	(157,300.00)	-
<b>Division 3</b>										
Footings	1.00	LS	6,850.00	(21,148.35)			6,850.00	(21,148.35)	-	-
Walls	1.00	Sub		(30,937.26)	(97,500.00)	(4,500.00)	-	(30,937.26)	(97,500.00)	(4,500.00)
SOG	1.00	LS	4,500.00	24,074.00	6,500.00	5,500.00	4,500.00	24,074.00	6,500.00	5,500.00
SOD	1.00	LS	2,500.00	26,493.35	13,350.00	4,500.00	2,500.00	26,493.35	13,350.00	4,500.00
Rebar Credit	1.00	LS	5,000.00	(45,929.00)			5,000.00	(45,929.00)		
General Conditions	1.00	LS	870.00		3,300.00	4,140.00	870.00	-	3,300.00	4,140.00
Remobilization for Foundations	1.00	LS	5,000.00				5,000.00	-	-	-
Remobilization for Concrete Walls	1.00	LS	6,000.00		-		6,000.00	-	-	-
<b>Division 4</b>										
DMU	1.00	LS		29,091.00	38,500.00		-	29,091.00	38,500.00	-
<b>Division 5</b>										
Additional Steel - Materials	1.00	LS		246,042.50			-	246,042.50	-	-
Additional Steel - Install	1.00	Sub			65,880.00		-	-	65,880.00	-
<b>Division 8</b>										
Overhead Doors	1.00	Sub			31,337.00		-	-	31,337.00	-
Additional Doors	4.00	ea	450.00	2,590.50			1,800.00	10,362.00		-
<b>Division 9</b>										
Painting and floor sealer	1.00	Sub	23,987.50	20,000.00			23,987.50	20,000.00		-
Rubber Base	1.00	Sub			2,250.00				2,250.00	
<b>Division 15</b>										
Gas and HVAC Equipment	1.00	Sub			116,483.50		-	-	116,483.50	-
Fire Sprinkler	1.00	Sub			33,330.00				33,330.00	
<b>Division 16</b>										
Additional Electrical	1.00	Sub			38,927.50		-	-	38,927.50	-
							0	0.00	-	0
							0	0.00	-	0
<b>SUB TOTAL EXTENSIONS</b>							\$ 56,507.50	\$ 258,048.24	\$ 95,058.00	\$ 9,640.00
<b>SUBTOTAL DIRECT COSTS</b>							\$	419,253.74		
SALES TAX 0%							\$	-		
LABOR INSURANCE 25%							\$	14,126.88		
<b>TOTAL DIRECT COSTS</b>							\$	433,380.62		
SELF-PERFORMED MARK-UP BY GC (materials, labor, and equip.)			15%				\$	48,629.36		
SUBCONTRACTED MARK-UP (sub)			10%				\$	9,505.80		
<b>TOTAL ESTIMATE</b>							\$	491,515.78		



Max White &lt;maxwhite@firstteamconstruction.com&gt;

---

## Lauderdale County Workforce - Impact Details - ASI #1

---

Harrison, Danny L <Danny.Harrison@cmc.com>  
To: Max White <maxwhite@firstteamconstruction.com>  
Cc: Trent Kiteley <trentkiteley@firstteamconstruction.com>

Tue, Nov 7, 2023 at

Max,

Below is the breakdown from ASI #1:

**Area B Foundation = (+)11 tons**

\$14,487.00 Add

**Area C Foundation = (-) 42 tons**

\$55,314.00 Deduct

**Area C walls = (-) 6 tons**

\$7,902.00 Deduct

**Revision Detailing = 28 Hours**

\$2,800.00 Add

**Net Deduct @ \$45,929.00**

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Discrepancy prior to A/E review

- 1. Footings credit should be for 320 CY not 280 CY
- 2. SOG 9,080 SF at 4" = 111 CY not 136 CY
- 3. SOD 9,080 SF at 4" = 111 CY plus 30 CY in deck ribs = 141 CY not 180 CY

AS BID Total wall Ftg concrete was 1,800 cy. ASI changed it to 1,510. = 290 cy  
 Fluffed 10 cy for any errors...  
 SOG is the sum of deleting 4" & adding 8" w thickened slabs  
 SOD = 6.5" (4.5" conc on 2.0" Deck)  
 per Vulcraft catalog, the cf/sf is 0.461  
 add on 15% waste for deflection & typ waste. = 180

Jonathan D. Grammer, PE, CCM, LEED Green Associate

Regional Vice President

Volkert, Inc.

100 Towncenter Boulevard, Suite 114

Tuscaloosa, Alabama 35406

205.965.0876

www.volkert.com

The information contained in this e-mail, including any accompanying documents or attachments, is from Volkert, is intended only for the use of the individual or entity named above, and is privileged and confidential. If you are not the intended recipient, be aware that any disclosure, dissemination, distribution, copying or use of the contents of this message is strictly prohibited. If you have received this message in error, please notify Volkert immediately at our corporate office (251) 342-1070. Thank you for your cooperation.

**From:** Jonathan Grammer  
**Sent:** Wednesday, November 22, 2023 11:11 AM  
**To:** John Hitt <john.hitt@volkert.com>  
**Subject:** ASI #1 CCR Summary

Jonathan D. Grammer, PE, CCM, LEED Green Associate

Regional Vice President

CONCRETE ESTIMATE  
LAURENDALE WORK DEVELOPMENT CENTER - FLORENCE, AL  
4/20/2023

	0.00%	8.89%
SALES TAX		
LABOR BURDEN		
MATERIAL MARKUP		
OVERHEAD		
PROFIT		
CONTINGENCY		

	1	5	40.00	Per Hr	\$	162.00
FOREMAN						
OPERATOR	0	5	20.00	Per Day	\$	1,620.00
CARP/FINISHER	3	5	18.00	Lab Amount	\$	\$14,720.46
LABORER	4	5	17.00	Crew Days		9.09
				Months		0.42

	ASOT
TOTAL JOB COST	
BUILDING COST	
SITE COST	
GENERAL CONDITIONS	
TOTAL OH&P	

DESCRIPTION	QTY	U	MAT U	MAT AMT	LAB U	LAB AMT	SUB U	SUB AMT	EQ U	EQ AMT	SUBTOTAL	TAX	LABOR BURDEN	MAT MARKUP	OH	PROFIT	CONTINGENCY	TOTAL	
FOOTINGS (COLUMN)																			
Concrete-4,000 psi	135.00	cy	135.00	\$15,525.00		\$0.00		\$0.00		\$0.00	\$15,525.00	\$	\$	\$	\$	\$	\$	\$15,525.00	
Labor	7.00	dy		\$0.00	1,620.00	\$11,940.00		\$0.00		\$0.00	\$11,940.00	\$	\$	\$	\$	\$	\$	\$11,940.00	
Concrete Brick Supps	352.00	ea	0.45	\$158.40		\$0.00		\$0.00		\$0.00	\$158.40	\$	\$	\$	\$	\$	\$	\$158.40	
Set Anchor Bolts	127.00	ea	9.10	\$1,157.70		\$0.00		\$0.00		\$0.00	\$1,157.70	\$	\$	\$	\$	\$	\$	\$1,157.70	
FOOTINGS (SPREAD)																			
Concrete-4,000 psi	280.00	cy	135.00	\$57,800.00		\$0.00		\$0.00		\$0.00	\$57,800.00	\$	\$	\$	\$	\$	\$	\$57,800.00	
Labor	3.00	dy		\$0.00	1,620.00	\$4,860.00		\$0.00		\$0.00	\$4,860.00	\$	\$	\$	\$	\$	\$	\$4,860.00	
Concrete Brick Supps	417.00	ea	0.45	\$187.65		\$0.00		\$0.00		\$0.00	\$187.65	\$	\$	\$	\$	\$	\$	\$187.65	
WALLS																			
Wall Concrete-4,000 psi	229.00	cy	135.00	\$80,915.00		\$0.00		\$0.00		\$0.00	\$80,915.00	\$	\$	\$	\$	\$	\$	\$80,915.00	
Labor-14" x Walls	1.00	ls		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$	\$	\$	\$	\$	\$	\$0.00	
Pump Concrete-100%	229.00	cy		\$0.00		\$0.00	97500.00	\$0.00	19.65	\$4,300.00	\$97,500.00	\$	\$	\$	\$	\$	\$	\$97,500.00	
SLAB ON GRADE																			
Concrete-4,000psi SPECIAL MIX	136.00	cy	165.00	\$22,440.00		\$0.00		\$0.00		\$0.00	\$22,440.00	\$	\$	\$	\$	\$	\$	\$22,440.00	
Steel Fiber	7,522.00	lb	2.50	\$18,805.00		\$0.00		\$0.00		\$0.00	\$18,805.00	\$	\$	\$	\$	\$	\$	\$18,805.00	
Labor-Slab Prep	2.00	dy		\$0.00	1,620.00	\$3,740.00		\$0.00		\$0.00	\$3,740.00	\$	\$	\$	\$	\$	\$	\$3,740.00	
Porost Fill-#57 Stone	-4.00	bn		\$-88.00		\$0.00		\$0.00		\$0.00	\$-88.00	\$	\$	\$	\$	\$	\$	\$-88.00	
WWM-6x6 W2.9xW2.9	-11.057	sq ft	0.45	\$4,975.65		\$0.00		\$0.00		\$0.00	\$4,975.65	\$	\$	\$	\$	\$	\$	\$4,975.65	
Mesh Chairs	-623.00	ea	0.45	\$280.35		\$0.00		\$0.00		\$0.00	\$280.35	\$	\$	\$	\$	\$	\$	\$280.35	
Vapor Barrier	-202.00	sf	0.20	\$40.40		\$0.00		\$0.00		\$0.00	\$40.40	\$	\$	\$	\$	\$	\$	\$40.40	
Cure-N-Seal	-202.00	sf	0.20	\$10.10		\$0.00		\$0.00		\$0.00	\$10.10	\$	\$	\$	\$	\$	\$	\$10.10	
Diamond Form & Pour	9.00	ea	25.00	\$225.00		\$0.00		\$0.00		\$0.00	\$225.00	\$	\$	\$	\$	\$	\$	\$225.00	
Fine Grade	-184.00	sf		\$0.00	140.00	\$1,760.00		\$0.00		\$0.00	\$1,760.00	\$	\$	\$	\$	\$	\$	\$1,760.00	
Finish SOG	184.00	sf		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$	\$	\$	\$	\$	\$	\$0.00	
Pump Concrete-100%	136.00	cy		\$0.00		\$0.00		\$0.00	33.82	\$4,800.00	\$4,800.00	\$	\$	\$	\$	\$	\$	\$4,800.00	
SLAB ON DECK																			
Concrete-4,000psi SPECIAL MIX	180.00	cy	165.00	\$29,700.00		\$0.00		\$0.00		\$0.00	\$29,700.00	\$	\$	\$	\$	\$	\$	\$29,700.00	
Labor-Slab Prep	1.00	dy		\$0.00	1,620.00	\$1,620.00		\$0.00		\$0.00	\$1,620.00	\$	\$	\$	\$	\$	\$	\$1,620.00	
Install Rebar Mats	9,080.00	sf	0.30	\$2,724.00		\$0.00		\$0.00		\$0.00	\$2,724.00	\$	\$	\$	\$	\$	\$	\$2,724.00	
Slab Booster Upper-1.5"	1,427.00	sf	0.75	\$1,070.25		\$0.00		\$0.00		\$0.00	\$1,070.25	\$	\$	\$	\$	\$	\$	\$1,070.25	
Cure-N-Seal	5,080.00	sf	0.19	\$1,696.14		\$0.00		\$0.00		\$0.00	\$1,696.14	\$	\$	\$	\$	\$	\$	\$1,696.14	
Finish Slab-On-Deck	5,080.00	sf		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$	\$	\$	\$	\$	\$	\$0.00	
Pump Concrete-100%	180.00	cy		\$0.00		\$0.00		\$0.00	25.00	\$4,500.00	\$4,500.00	\$	\$	\$	\$	\$	\$	\$4,500.00	
GENERAL CONDITIONS																			
Small Tools & Layout	0.30	mo		\$0.00	2,900.00	\$870.00		\$0.00		\$0.00	\$870.00	\$	\$	\$	\$	\$	\$	\$870.00	
Remobilization for Foundations	1.00	ls		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$	\$	\$	\$	\$	\$	\$0.00	
Remobilization for Walls	1.00	ls		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$	\$	\$	\$	\$	\$	\$0.00	
Lull	0.30	mo		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$	\$	\$	\$	\$	\$	\$0.00	
Excavator	0.30	mo		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$	\$	\$	\$	\$	\$	\$0.00	
Skid Steer	0.30	mo		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$	\$	\$	\$	\$	\$	\$0.00	
Fuel-Equipment	0.30	mo		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$	\$	\$	\$	\$	\$	\$0.00	
SURTTOTALS				\$19,202.34		\$14,720.46		-\$63,449.30		\$8,640.00	-\$19,786.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$19,786.50	
CHECK NUMBER 1																			
CHECK NUMBER 2																			
GRAND TOTAL																			-\$19,800.00

CONCRETE ESTIMATE  
LAURENDALE WORK DEVELOPMENT CENTER - FLORENCE, AL  
4/20/2023



TOTALS to SUMMARY SHEET		QTY	U	LABOR U-P	LABOR AMOUNT	MAT'L U-P	29,091.00 MAT'L AMOUNT	SUB U-P	38,500.00 SUB AMOUNT	SUB NAME	EQUIP U-P	EQUIP AMOUNT	67,591.00 TOTAL AMOUNT	NOTES
<b>CONCRETE MASONRY UNITS</b>														
CMU- 12"	5,000.00	ea				3.00	15,000.00	6.50	32,500.00				47,500.00	
Bond Beam- 12"	150.00	ea				3.25	487.50	6.50	975.00				1,462.50	
Add for Bullnose Units	500.00	ea				0.30	150.00						150.00	
E&F Fee	11.00	ea				50.00	550.00						550.00	
Pallet Fee	60.00	ea				25.00	1,500.00						1,500.00	65 ea/pallet
<b>MORTAR</b>														
Type S Mortar	150.00	bg				14.00	2,100.00						2,100.00	
Masonry Sand (Block)	20.00	tn				70.00	1,400.00						1,400.00	
<b>GROUT</b>														
Block Fill	20.00	cy				150.00	3,000.00	140.00	2,800.00				5,800.00	
<b>REINFORCING &amp; ACCESSORIES</b>														
HMR #12 Truss HDG	3,500.00	lf				0.75	2,625.00						2,625.00	
<b>MASONRY CLEANING</b>														
Rub Block	7,612.00	sf				0.30	2,278.50	0.29	2,225.00				4,503.50	



CERTIFICATE OF RESPONSIBILITY # 10256

## PROPOSAL

SUBMITTED TO: Contractor  
JOB: Workforce Development Center. (ASI #1)



**AISC**  
CERTIFIED  
FABRICATOR  
& ERECTOR

Date:	10/26/2023	AISC Fabricator Certificate # C-00018211
Quote Number:	4265-1023	AISC Erector Certificate # C-00019786
	Workforce Development Center (ASI #1)	

We have estimated the weight of this project to be:   **53 Tons**

We propose to furnish the below for a price of:   **\$246,042.50**

### Scope of Work

1. Column (change in size and length)
2. Beams
3. Cont. Tubes @ Windows (Line #1)
4. Lintel Tube (2 Locations) Line #10
5. Added RTU Framing
6. Perimeter Angle/Bent Plate
7. Channel/Plate @ Interior Overhead Door
8. Decking (2VLI 18ga G90)94 squares
9. Embeds @ Beams
10. Shop Coat Primer (HMW Primer SSPC Paint 25 II)
11. Anchor Bolts @ Steel Columns
12. Erection Bolts @ Structure Steel Only
13. Deliver to Job Site
14. Sales Tax NOT Included

### Qualifications

- HMW Standard Primer (14-Series - Fast Dry Alkyd Non-lift, Primer)
- Quote is for added material per ASI #1 ONLY

### Exclusions

**Unloading, Erection, Hilti Brand Anchors, Bolts, and Pins, AISC Certified Erector, BIM Modeling, Taxes, All Special Paint/Primer Coatings, All items on Mechanical/Electrical/Plumbing/ Landscape Drawings, Any other item not specifically listed above.**

All Aluminum, Stainless Steel, Cast Iron, Bronze, Toilet Partitions Support, Roof Hatches or Spiral Stairs.  
 Engineering services and/or stamps (for connection design, drawing preparation, etc.).  
 Consulting costs, Engineering Calculations, or Engineering Design  
 Shop drawings prepared under the supervision of a Professional Structural Engineer.  
 Connection design (including the "sealing" or "stamping" of drawings).  
 Taking or verifying site dimensions and conditions or revisions due to site conditions  
 Addendums, specifications, and documents not specifically included on the base bid.  
 Cross checking of Architectural drawings and or notification of variations from the Structural Contract Documents.  
 Additional contract changes, Job Meetings, Testing and Inspections



Advance mill order lists, field checking, connection design, and coordination of other trades (unless specifically shown on contract documents noted above).

Inspection beyond dimensional and visual weld inspection.

Any anchorage type material required for materials not specifically listed on the base bid.

Any steel indicated on the Architectural drawings and not indicated on the Structural documents or listed on the base bid.

Point to point field bolt list.

Joists or Decking w/accessories (Unless specifically included in our quotation).

Additions, addendums and/or revisions to the original contract documents as listed.

Any and all field measurement and/or site verifications or confirmation of information provided or not provided on the original contract documents.

Joist or joist girder details.

Panel embedment placement drawings or reinforcing steel placement drawings.

Stair Nosing's at Concrete Stairs, Gutters, Downspouts, Expansion Joint Covers, or Touch Up Field Paint.

Any items on Mechanical or Electrical Drawings, Embeds and Connections @ Precast, or Expansion Bolts @ Masonry.

Sand Blasting, Standing Seam Roofing, Core Drilling, All Types of Grout, or Installation of Grout.

Installation of wall rails and field installed shear studs.

## Terms and Conditions

All invoices are to be paid in full within 30 days upon receipt of full or partial invoice without retainage.

Revisions, omissions or changes made to these drawings are not included and will be priced separately.

Any work required to finish incomplete design drawings shall not be part of this quotation.

Harrell's Metal Works is not responsible for delays in scheduled completion dates due to design revisions, additions or lack of prompt approval of shop drawings.

Harrell's Metal Works shall not be responsible for work affected by the requirements of other trades unless such requirements are specifically shown on the design drawings.

Computer files of architectural and structural design drawings will be furnished to Harrell's Metal Works in TIFF OR PDF format along with any necessary font or reference files.

### ADDITIONAL WORK:

Extras and contract changes will be quoted on a per incident basis with a \$150.00 minimum charge.

Hourly rates vary depending on type of work performed.

Harrell's Metal Works shall not be contractually obligated to any party other than buyer, regardless of buyer's agreements or contracts with third parties.

This agreement is between Contractor and Harrell's Metal Works exclusively.

Invoices will not be issued for periods where no work was performed on project.

Invoices are due in full; net 30 days.

Any additional fees created from changes, addendum, or alterations to the original contract must be paid net 30 days from the date on the change order.

Shop drawings and plans remain the property of Harrell's Metal Works until final payment is received in full.

Harrell's Metal Works reserves the right to hold any shop drawings and or documents pending receipt of final payment.

Any purchase order pursuant to the accompanying subcontract agreement shall not result in a contract until it is accepted and acknowledged by the seller at the seller's office.

Contractor agrees to hold Harrell's Metal Works and its officers harmless of any litigation, back charges, damages, rework, etc. resulting either directly or indirectly from documents provided by Harrell's Metal Works. Errors must be reported to the seller within 24 hours of discovery.

Back charges will not be accepted unless our consent is given in advance in writing.

Any reasonable legal fees and court costs encumbered by the seller for breach of this contract by the buyer shall be the responsibility of the buyer.

An interest fee of 1.5% per month (or the maximum amount allowed by law, whichever is less) of outstanding balance may be applied to all outstanding invoices.

The seller has the option to terminate in whole or in part this proposal if a signed copy is not provided to the seller within 30 days of the proposal date.

Should revised documents be issued, we reserve the right to adjust our price.

Waiver by seller or buyer of any breach of these provisions shall not be construed as a waiver of any other breach.

Failure of payment from other parties (e.g.: Owner) shall not release the buyer's obligation to make payment in full to Harrell's Metal Works.

### Termination of Work:

Invoices not paid in 30 days shall be grounds for immediate work stoppage for all projects with Harrell's Metal Works and Contractor.

Rescheduling of work will be reevaluated after Harrell's Metal Works has received payments for any

outstanding invoices plus an additional 20% of the base bid amount.

Work that has been terminated will be rescheduled and original completion dates will become invalid.

Buyer agrees to arbitrate disputes via National Institute of Steel Detailing arbitration guidelines.

No drawings will be produced under the supervision of a Licensed Engineer.

Any contract resulting from this proposal is exclusively between Harrell's Metal Works and Contractor.

Harrell's Metal Works obligation is to provide the items as described in this proposal.

Requests, demands from third parties (e.g.: Owner, Architect) will require a signed extra prior to the commencement of work.

This quote is valid for 30 days of the above date.

All changes to erection and/or shop drawings due to:

Design change

Addition or deletion of structural and/or miscellaneous steel from bid documents

Site conditions

Work for such changes will not commence until a signed change order has been forwarded to Harrell's Metal Works.

Invoices will be forwarded by fax or email for a percentage (or portion) of the contract completed.

These Invoices are due and payable within 30 days.

Harrell's Metal Works reserves the right to withhold all electronic and/or paper copies of the erection and/or shop drawings until such time that the contract is paid in full.

Harrell's Metal Works will not accept back charges or retainage unless the guidelines stated herein are followed:

- 1) Any error/omission must be reported to Harrell's Metal Works immediately.
- 2) Harrell's Metal Works must be given the opportunity to propose an economical and/or alternative solution to the problem, error and/or omission.
- 3) If the error/omission is the fault of Harrell's Metal Works and the error/omission is accepted, the charges must be provided to Harrell's Metal Works immediately and no time will be charged for drawing repair.
- 4) A maximum of 5% of the original contracted amount may be retained by the client until such time that the final submission of drawings has been issued for approval.

### Acceptance

Due to the increasing of steel prices, a material escalation may be required if a material draw is not approved.

I hereby accept and agree to the terms and conditions as stated in this proposal.

Please do not hesitate to contact me if you should have any questions or if further information is desired on the above proposal.

Sign and date below to accept this proposal and the provisions contained herewith. Please forward a signed copy to Harrell's Metal Works.

We thank you for allowing us the opportunity to provide you with our proposal and look forward to working towards a successful and profitable project together.

Harrell's Metal Works reserves the right to review prices if delivery is not made within 8 weeks of order.

### Notice

THIS PROPOSEL IS CONTINGENT ON A LACK OF IMPACT BY THE COVID-19 PANDEMIC. Given the existence of the coronavirus pandemic, HMW will use its best efforts to supply this project pursuant to the agreed upon delivery date. However, please be advised that if HMW's performance may be delayed by supply shortages or delays, governmental restraints on business, travel and/or assembly, and labor shortages caused by the emergency. HMW shall not be responsible for delays reasonably due to these issues.

Due to volatility in steel market, this proposal is valid for 7 days and will be subject to review after that.

---

*RESPECTFULLY SUBMITTED BY: William Marshall*

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_



**ACTON FLOORING, INC.**

**PRICE QUOTE**

Date: October 23, 2023

TO: First Team Construction

Attn: Trent Kiteley

FROM: Jeff Porterfield

RE: Lauderdale County Work Development Center

**SUBJECT: ASI #1 - Cost Impact**

**Addition of the "conditioned storage space will require additional rubber base**

Material .....	\$1,049.90
Labor.....	\$995.55
OH/P -10%.....	\$204.55
<b>Total.....</b>	<b>\$2,250.00</b>

**TOTAL.....\$            \*Does not include Sales Tax - \*Sales Tax value..... \$71.00**

5945 Hwy 72  
P.O. Box 344 Killen, AL.35645

Office 256-272-0742  
Fax 256-272-0743  
EMAIL: [jeff@bigriverelectric.net](mailto:jeff@bigriverelectric.net)

October 27, 2023

Reference: ASI -1

To Whom It May Concern:

**SCOPE OF WORK:**

Big River Electric Inc. will install all lighting, power, data, and Fire Alarm as shown in the drawings. The following price includes all items as listed.

- **Electrical work**
  1. Install lighting, battery backup and outside lighting pre drawings.
  2. Install all outlets pre drawing
  3. Install conduit, wire and disconnects to both new units.
  4. Install all the new fire alarm devices and programing needed.
  5. Added one camera outside door.
  6. install power and disconnects on both roll up doors.

**Total base bid: \$38,927.50**

If you have any questions, please give me a call.  
Sincerely,

Jeff E. Talbot  
Office: (256) 272-0742  
Fax: (256) 272-0743  
Cell: (256) 436-2003  
<mailto:jeff@bigriverelectric.net>

**PETTUS PLUMBING & PIPING INC**  
 12647 US HIGHWAY 72 WEST, P O BOX 1048  
 ROGERSVILLE, AL 35652  
 PHONE: 256.389.8181



**Change Order request**  
 30-0041-23 - ASI-01 - 10.26.2023

**Owner :** FIRST TEAM CONSTRUCTION CO., INC.  
 475 N DEAN ROAD  
 AUBURN, AL 35831

**Project:** LAUDERDALE CO WORK DEVELOPMENT CENTER  
 250 CAREER DRIVE  
 FLORENCE, AL 35634

**Change Order Request: # 01 - Added 2 Packaged Units and Duct**

**Scope of work:**

1. Provide and install 2 additional packaged gas units.
2. Provide and install additional double wall duct and grilles as shown.
3. Add cost for up sizing and additional gas piping.
4. Credit for original gas size and routing.
5. Provide additional test and balance.
6. Provide and install additional controls for added equipment.
7. Concrete equipment pads to be by others. Not Included.

Item	Labor hrs	Labor Rate	Cost	Overhead	Markup	Amount
1 Gas pipe material credit	0.00	\$0.00	\$-816.65	\$-40.83	\$-42.87	\$-900.35
2 Gas pipe Labor credit	-36.00	\$54.93	\$-1,977.48	\$-98.87	\$-103.82	\$-2,180.17
3 Gas pipe material add	0.00	\$0.00	\$1,832.73	\$91.64	\$86.22	\$2,020.59
4 Gas pipe labor add	86.00	\$54.93	\$4,723.98	\$236.20	\$248.01	\$5,208.19
5 HVAC Equipment & Controls Quote	0.00	\$0.00	\$47,000.00	\$2,350.00	\$2,467.50	\$51,817.50
6 HVAC Air Device and Duct Quote	0.00	\$0.00	\$39,911.00	\$1,995.55	\$2,095.33	\$44,001.88
7 Test & Balance Quote	0.00	\$0.00	\$1,200.00	\$60.00	\$63.00	\$1,323.00
						<b>\$101,290.00</b>
<b>OH&amp;P 15%</b>						<b>\$116,483.50</b>

**EXCLUSIONS:** (Items below are not included, unless specifically listed above.)

All power wiring, roofing, seismic bracing, structural steel, condensate piping, plumbing, gas piping, painting, test and balance, controls, bonds, ceiling work, cutting/patching of concrete wall or ceiling, fencing, all smoke detectors, fire alarms, and suppression.

If you have any questions please email brobertson@pettushvac.com

**Approved By:** FIRST TEAM CONSTRUCTION CO., INC.

**Submitted By:** PETTUS PLUMBING & PIPING INC

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Price Based On: ASI dated 10/6/23

Payment Terms: Daikin Applied's Terms & Conditions of Sale; Factory; Freight included to first US Destination.  
100% of Payment is due within 30 days of invoice date (no retainage allowed). Taxes not included.

We are pleased to provide equipment pricing for your favorable consideration and review regarding the above referenced project in accordance with the standard terms and condition of sale attached to this document.

**DETAILED EQUIPMENT SCOPES:**

Qty:	Equipment Item	Tag(s):
2	Daikin Packaged DX RTUs	RTU-6,7
<p><b><u>Equipment Overview:</u></b></p> <ul style="list-style-type: none"> <li>• (2) 7.5-ton units</li> <li>• Voltage 460/3</li> <li>• DX cooling units (R410A)</li> <li>• Natural gas heat</li> <li>• Economizer with Dry Bulb Control</li> <li>• Hot gas reheat</li> <li>• Single point power block</li> <li>• Horizontal supply and return</li> <li>• Barometric relief</li> <li>• Low ambient controls</li> <li>• Hail guards</li> </ul>		<p><b><u>Warranty:</u></b></p> <ul style="list-style-type: none"> <li>• (1) year parts warranty</li> <li>• (5) year compressor parts warranty</li> <li>• (10) year heat exchanger warranty</li> </ul> <p><b><u>Exclusions (not provided):</u></b></p> <ul style="list-style-type: none"> <li>• Heat pump</li> <li>• Energy wheel</li> <li>• Powered exhaust</li> <li>• Disconnect switches</li> <li>• Roof Curb</li> <li>• GFI outlets</li> <li>• Smoke detectors</li> <li>• Spare filters</li> <li>• Refrigerant and/or labor Warranty</li> <li>• Factory startup &amp; commissioning</li> <li>• Any other accessories or controls not listed here</li> </ul>

Qty:	Equipment Item:	Tag(s):
1	Daikin Applied/KMC Controls for RTU-6 and RTU-7	N/A

**Scope of Work:**

- (Qty.2) Furnish, install, and program new KMC DDC controls for packaged roof top units (RTU-6,7)
  - Provide and install KMC configurable BACnet controller
  - Provide and install zone temp sensor and setpoint adjust

**Exclusions:**

- This Agreement excludes any repairs, replacements, or modifications to any existing components of the building, mechanical, control, or network systems unless specifically outlined in the above Scope of Work.
- Test and balance are not included.
- Commissioning assistance not included.
- After hours work.
- Dampers, manual valves, circuit setters, piping specialties excluded.
- Fire alarm components and duct detectors are not included.
- Work related to air compressors.
- Price does not include any cutting, patching, or painting.
- High Voltage wiring is not included.
- Power to control panels.

PRICING SUMMARY:	PRICE (EXCLUDING TAXES):
ASI (add RTU-6 and RTU-7):	\$ 47,000

***Due to the current market situation, this price is valid for 30 days. All items must be approved & released for construction with a valid Purchase Order within this timeframe. If a longer timeframe is needed, please contact your Sales Representative.***

Thank you for your consideration of Daikin Applied for this project. If you have any questions, or if I can be of further assistance, please do not hesitate to contact me. I can be reached by phone at 256-496-4071 or by email at [john.hix@daikinapplied.com](mailto:john.hix@daikinapplied.com)

Sincerely,



John Hix  
Cell: 256-496-4071  
Email: [john.hix@daikinapplied.com](mailto:john.hix@daikinapplied.com)  
Daikin Applied - Direct Sales Office – Alabama

equipment or services indicated, including but not limited to those products sold under the brand name Daikin only under the terms and conditions stated herein. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.

**2. Price Policy:** All prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices, or increases in labor or material costs.

**3. Terms of Payment:** Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice, unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products or shipment of products on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Buyer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.

**4. Shipping Terms:** All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low cost common carrier, and charges for special carrier services requested by Buyer shall be paid by Buyer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Buyer of its obligation to accept remaining deliveries.

**5. Claims:** Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier, and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

**6. Taxes:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.

**7. Cancellations:** Accepted orders are not subject to cancellation without Company being (a) reimbursed for any and all expenses (including overhead), (b) paid a reasonable profit, and (c) indemnified by Buyer against any and all loss.

**8. Shipment Dates:** Shipment dates are only estimates. No contract has been made to ship in a specified time, unless set forth in a separate writing signed by an officer of Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company Credit Department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.

**9. Returns:** Goods may not be returned unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.

**10. Limited Warranty:** Subject to sections 11 and 12 herein, Company warrants that it will, at its option, repair or replace defective parts in the event any product manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Replaced parts are warranted for the duration of the original warranty period. THIS WARRANTY CONSTITUTES BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No liability shall attach to Company until Company has been paid in full for all products purchased hereunder. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than is published by Company. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup, or the startup date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date.

**11. Warranty Exclusions:** Company's warranty set forth in section 10 does not apply to any products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company; (e) have been exposed to contaminants, or corrosive agents, chemicals, or minerals, from the water supply source, or (f) have not been fully paid for by Owner. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.

**12. Limitation on Liability; Indemnity:** Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 10 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the original purchase price of the products. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

**13. Infringement:** Company will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this contract relating to any products sold hereunder that are manufactured by Company, provided Buyer (i) shall have made all payments then due hereunder, (ii) shall give Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Buyer, and (iii) shall permit Company, either in the name of Buyer or the name of Company, to defend the same and give Company all needed information, assistance and authority to enable it to do so. If such products are in such suit held in and of themselves to infringe any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company.

**14. Disputes and Choice of Law:** This contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Minnesota. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Minneapolis, Minnesota, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA.

**15. Canada:** The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

Form No. 2F-1216 (010421)





P.O. Box 1145  
Gardendale, AL 35071

Pettus – Kristie  
10-26-2023

[Josh@thermapro.org](mailto:Josh@thermapro.org)  
205.777.9484

**Lauderdale Co Work Development Center ASI 01**  
Addendums Reviewed: n/a

Thermapro will furnish and install insulation for the subject job per specifications.

**Plumbing Price: \$ 250.00**

Scope of Work:  
Domestic Water

Exclusions:  
Paint  
Labeling  
Demolition Work  
New/Existing PVC in Return Air Plenum

Thank you for the opportunity.

*Josh Stokley*  
Josh Stokley

“Always be humble and gentle. Be patient with each other, making allowance for each other’s faults because of your love.”

Ephesians 4:2

**QUOTE TO**  
 Pettus Mechanical  
 Kristie Staggs

**JOB INFORMATION**  
 Lauderdale County Work Development Center  
 Florence, AL  
 BID DATE: October 26, 2023  
 ADDENDUMS ACKNOWLEDGED: ASI-01 PRINTS,  
 Addendum 1, Addendum 2, Addendum 3, Addendum 4,  
 Addendum 5, Addendum 6, Addendum 7, Addendum 8,  
 Addendum 9

We are pleased to offer the following quotation on this project.

Qty	Description
285	Price Industries Grilles, Registers, & Diffusers
87	Crown Products Taps w/ Manual Damper & Standoff
525 ft.	ATCO UPC 036 Flex Duct (5'/CD)
2	Greenheck Downblast Direct Drive Roof Exhaust Fan w/ Speed Controller, Roof Curb, Backdraft Damper, & Disconnect
1	Motor Starter
1	Greenheck AER-23-VGD Fan Sidewall Propeller Fan
3	Greenheck Fire Damper w/ Sleeve & Access Door
62	Greenheck Manual Dampers w/ Standoff
1	MARKEL PUMP ROOM HEATER
1	PROLINE RANGE HOOD <b>EXCLUDES FIRE SUPRESSION SYSTEM</b>
1 LOT	PRE-INSULATED EXTERIOR PHENOLIC DUCT <ul style="list-style-type: none"> <li>• KINGSPAN R8</li> <li>• KYNAR FINISH</li> <li>• SMACNA 4"</li> <li>• BOLT TOGETHER WITH TDC FLANGE</li> </ul>

23250 LBS	DOUBLE WALL SPIRAL PIPE AND FITTINGS <b>ADD \$ 3,066 FOR FLANGES ON 14" DW AND LARGER</b>
<ul style="list-style-type: none"> <li>• Double wall round paint grade spiral pipe and fittings provided per plans.</li> <li>• One 1 inch fiberglass insulation provided between ID and OD.</li> <li>• Pipe: ID perforated galvanized / OD solid paint grade.</li> <li>• Fittings: ID solid galvanized / OD solid paint grade.</li> <li>• Standard slip joint construction.</li> <li>• Round taps installed on the pipe.</li> <li>• Grille taps installed on the pipe.</li> <li>• Manual volume dampers installed on the pipe.</li> <li>• Insulation ends provided where required.</li> <li>• Excludes square to round transitions.</li> <li>• Exposed medium and low-pressure spiral pipe and fittings provided as shown M1.01, M1.02, M1.03, and M1.04, M2.01</li> </ul>	
<b>TOTAL</b>	
<b>\$149,247</b>	

## VAV BOXES

Qty	Description
12	PRICE INDUSTRIES SINGLE DUCT TERMINAL UNITS WITH <b>ELECTRIC REHEAT COILS</b> <ul style="list-style-type: none"> <li>• <b><u>FACTORY MOUNTED CONTROLS (SUPPLIED BY OTHERS)</u></b></li> <li>• <b><u>HANGING BRACKETS</u></b></li> <li>• <b><u>DOOR DISCONNECT</u></b></li> </ul>
14	PRICE INDUSTRIES FAN POWERED VAV BOX WITH ELECTRIC REHEAT COILS - <ul style="list-style-type: none"> <li>• <b><u>FACTORY MOUNTED CONTROLS (SUPPLIED BY OTHERS)</u></b></li> <li>• <b><u>SPRING ISOLATORS</u></b></li> <li>• <b><u>FILTER</u></b></li> <li>• <b><u>DOOR DISCONNECT</u></b></li> </ul>
<b>TOTAL</b>	
<b>\$34,449</b>	

## ASI-1 Pricing

Qty	Description
22	Price Industries Grilles, Registers, & Diffusers
1 Lot	PRE-INSULATED EXTERIOR PHENOLIC DUCT <ul style="list-style-type: none"> <li>• KINGSPAN R8</li> <li>• KYNAR FINISH</li> <li>• SMACNA 4"</li> <li>• BOLT TOGETHER WITH TDC FLANGE</li> </ul>

3757 Lbs.	One (1) inch fiberglass insulation provided between ID and OD. Pipe: ID solid galvanized / OD solid paint grade. Fittings: ID solid galvanized / OD solid paint grade. Standard slip joint construction. Grille taps installed on the pipe. Insulation ends provided where required. Excludes square to round transitions. <b>Includes Flanged Ends</b>	<b>TOTAL</b> <b>\$39,911</b>
--------------	--	------------------------------

FULL FREIGHT ALLOWED / APPLICABLE TAXES NOT INCLUDED

NO MOTOR STARTERS OR CONTROLS INCLUDED UNLESS OTHERWISE SPECIFIED ABOVE

ABOVE PRICES ARE GOOD FOR 30 DAYS - AFTER THAT PRICING IS SUBJECT TO REVISION

NOTE: WE WILL ONLY HONOR CHANGES AND ADDENDUMS THAT HAVE BEEN ACKNOWLEDGED / TERMS: NET 30 DAYS

SEISMIC/HIGH WIND RATED CURBS NOT INCLUDED UNLESS SPECIFICALLY NOTED ABOVE

Respectfully Submitted,  
Wesley Bush

# **PROTEX FIRE INC.**

**6246 RINGGOLD ROAD  
EAST RIDGE, TN 37412**

## **FIRST TEAM CONSTRUCTION CO., INC.**

---

**475 N DEAN RD., AUBURN, AL 36830**

Date: Oct. 27, 2023

Re: ASI#1 Fire Sprinkler Revision

Max,

The cost to add sprinklers and seismic restraints will cost: \$33,330.00.

- Price assumes ordinary hazard occupancy with 130 sq. ft. maximum sprinkler head spacing.

Sincerely,

Todd Lawson, President

Protex Fire, Inc.  
256-318-6824  
ttlaw@bellsouth.net

**BUILDING SPECIALTIES COMPANY  
610 S. SEMINARY STREET  
FLORENCE, AL. 35630**

**OCTOBER 27, 2023**

**FIRST TEAM CONSTRUCTION  
ATTN: MAX WHITE  
REFERENCE: ASI #1**

**ADD DOOR, FRAME AND HARDWARE FOR  
DOORS # 120A, 120B, 120E**

- 1 Metal Frame 6'0 x 7'10**
- 2 Metal Frame 3'0 x 7'10**
- 1 Pair Metal Doors 3'0 x 7'10**
- 1 Single Metal Doors 3'0 x 7'10**  
**Includes finish hardware.**

**Prices do not include tax.**

**\$ 10,362.00**

**Quoted by: Jana Pennington**



*AISC Certified Steel Erector*

*P.O. Box 1267  
Wetumpka, AL 36092  
Office: (334) 285-5524*

September 8, 2023

RE: Lauderdale WDC COR

Brandon,

Our budget price to install the additional columns, beams, and deck to change the SOG area from "A-1" to "F-4", per highlighted areas on sheets S2.02B and S2.02C provided, is \$65,880.00

Sincerely,

Gwen Davis  
GT Steel Erectors, Inc.

# SHOALS

---

## OVERHEAD DOOR

---

SELECTION • QUALITY • SERVICE

Shoals Overhead Door  
2402 Woodside  
Muscle Shoals, AL 35661, USA  
accounting@shoalsohd.com  
(256) 383-3667

<b>Estimate #</b>	
<b>Date</b>	
<b>Total</b>	31,337.00
<b>Cust. PO Number</b>	

**Prepared For:**  
. Counter Sale Shoals Overhead Door  
2402 Woodside  
Muscle Shoals, Alabama 35660  
(256) 383-3667  
sales@shoalsohd.com

**Service Location:**  
Lauderdale Work Development Center  
TBD  
Lauderdale County, Alabama 35630  
(256) 383-3667  
sales@shoalsohd.com

---





1 8716.67 8716.67

**Rolling Steel NI-2672 - 1**  
Door 120C:

14'x10' Cornell, ESD10, POWDER COAT TBD, 22 gauge, non-insulated, flat slat curtain, E-guide mount to steel tracks, RH Drive, hood baffle, Push/Pull Handles, Pole Hook/Pull Down strap, Locking Bar, chain hoist operation



1 16870.74 16870.74

**Rolling Steel NI-2672 - 1**  
Door: 120D:

20'x14' Cornell, ESD10, POWDER COAT TBD, 22 gauge, non-insulated, flat slat curtain, E-guide mount to steel tracks, RH Drive, hood baffle, Push/Pull Handles, Pole Hook/Pull Down strap, Locking Bar, chain hoist operation



2 2049.79 4,099.59

**Labor To Install**  
Labor To Install



1 1300 1300.00

**Lull Rental**  
Lull Rental with Insurance



1 350 350.00

**Scissor Lift Fee - 1**  
Fee for usage of Scissor Lift

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint STEPHEN T WATSON of OPELIKA, Alabama, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

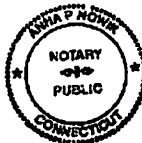
City of Hartford ss.

By: Robert L. Raney  
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of February, 2024.



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

## CHANGE ORDER JUSTIFICATION: PURPOSE and INSTRUCTIONS

### PURPOSE

The awarding of work through an existing contract may potentially conflict with, or violate, the "Competitive Bid Laws" of the State of Alabama. **The determination of legality of Change Orders rests with the Awarding Authority and its legal advisor.** In a June 15, 1979, Opinion, the Office of the Attorney General offered guidelines for making such determinations in conjunction with considering the facts and merits of each situation. The purpose of the CHANGE ORDER JUSTIFICATION is to provide a means through which the Awarding Authority considers these guidelines and the intent of the "Competitive Bid Laws" when authorizing Change Orders. Pursuant to these guidelines, the following types of changes meet the criteria for awarding work through Change Orders in lieu of through the Competitive Bid process:

- I. Minor Changes for a monetary value less than required for competitive bidding.
- II. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of the work.
- III. Emergencies arising during the course of the work of the contract.
- IV. Bid alternates provided for in the original bidding where there is no difference in price of the change order from the original best bid on the alternate.
- V. Changes of relatively minor items not contemplated when the plans and specifications were prepared and the project was bid which are in the public interest and which do not exceed 10% of the contract price.

Under these guidelines the cumulative total of Change Orders, including any negotiations to bring the original contract price within the funds available, would become questionable if the total of such changes and negotiations exceed 10% of the original contract price. These guidelines are not intended to interfere with the Awarding Authority's good faith discretion to respond to specific situations in the public's best interest. If the cumulative change order amount exceeds 10% of the original contract amount then the Owner's legal consultant must sign the Change Order Justification prior to submission to the Division of Construction Management (DCM).

### INSTRUCTIONS

The CHANGE ORDER JUSTIFICATION is to be prepared by the design professional, who has evaluated the fairness and reasonableness of the proposed cost of the change(s) and recommends that the proposed Change Order be executed. The fully executed Form B-11: CHANGE ORDER JUSTIFICATION must accompany the proposed DCM Form C-12: Change Order. Instructions for completing the B-11 form are:

1. Insert the proposed Change Order Number, date of the Justification, and DCM (BC) Project Number in the spaces provided in the upper right-hand corner.
2. **Section (A):** Insert the complete name and address of the PROJECT, OWNER, CONTRACTOR, AND ARCHITECT/ENGINEER.
3. **Section (B):** Provide a complete description of the proposed changes in work, referring to and attaching revised specifications and/or drawings as appropriate. An attachment may be used if additional space is needed, but insert the proposed amount and time extension of the change(s) in the spaces provided. **Attached a copy of the contractor's detailed cost proposal.**
4. **Section (C):** Insert the Original Contract amount, the net increase or decrease of previous Change Orders, and the Current Contract amount (preceding the currently proposed Change Order).
5. **Section (D):** Explain why it is necessary, or in the public's interest, to make the proposed change(s) to the Work.
6. **Section (E):** Explain why award of the changed work to the existing contractor instead of awarding the work under the competitive bid process is justified.
7. **Section (F):** The design professional must state his evaluation of the reasonableness and fairness of the proposed costs based upon his review of the contractor's proposal.
8. **Section (G):** The design professional must recommend the Change Order to the Owner by signing the document; the Owner may require such recommendation from other individuals. The Owner must sign the document indicating that they believe change order action in lieu of the competitive bid process is justified for the proposed change(s). **Review of the matter and signing of the document by the Owner's legal counsel is highly recommended. If the cumulative change order amount exceeds 10% of the original contract amount then the Owner's legal consultant must sign the Change Order Justification prior to submission to DCM.**

<b>(A)</b>	<b>PROJECT NAME:</b> Lauderdale County Work Development Center	<b>LOCAL OWNER ENTITY NAME &amp; ADDRESS:</b> Lauderdale County Commission  P.O. Box 1059 Florence, AL 35631							
	<b>CONTRACTOR COMPANY NAME &amp; ADDRESS:</b> First Team Construction Co., Inc PO Box 1267 Auburn, AL 36831	<b>ARCHITECTURAL / ENGINEERING FIRM NAME &amp; ADDRESS:</b> Goodwyn Mills Cawood, LLC 2400 5th Avenue South, Suite 200 Birmingham, AL 35233							
<b>(B)</b>	<b>DESCRIPTION OF PROPOSED CHANGE(S), include summary of change order proposal numbers and explanations; use adjacent attachment button if additional space is needed for your summary and explanations:</b>  Additional storage space, see back up       <b>AMOUNT OF CHANGE: \$ 491,515.78      TIME EXTENSION: 60      CALENDAR DAYS</b>								
<b>(C)</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"><b>ORIGINAL CONTRACT AMOUNT</b></td> <td style="width: 33%;"><b>PREVIOUS C.O.'s</b> <u>N/A</u> <b>THRU</b> <u>N/A</u></td> <td style="width: 34%;"><b>CONTRACT AMOUNT PRIOR TO PROPOSED CHANGE ORDER</b></td> </tr> <tr> <td style="text-align: center;">\$ 25,667,700.00</td> <td style="text-align: center;">+ \$ 0.00</td> <td style="text-align: center;">= \$ 25,667,700.00</td> </tr> </table>		<b>ORIGINAL CONTRACT AMOUNT</b>	<b>PREVIOUS C.O.'s</b> <u>N/A</u> <b>THRU</b> <u>N/A</u>	<b>CONTRACT AMOUNT PRIOR TO PROPOSED CHANGE ORDER</b>	\$ 25,667,700.00	+ \$ 0.00	= \$ 25,667,700.00	
<b>ORIGINAL CONTRACT AMOUNT</b>	<b>PREVIOUS C.O.'s</b> <u>N/A</u> <b>THRU</b> <u>N/A</u>	<b>CONTRACT AMOUNT PRIOR TO PROPOSED CHANGE ORDER</b>							
\$ 25,667,700.00	+ \$ 0.00	= \$ 25,667,700.00							
<b>(D)</b>	<b>JUSTIFICATION FOR NEED OF CHANGE(S):</b> Owner request								
<b>(E)</b>	<b>JUSTIFICATION OF CHANGE ORDER vs. COMPETITIVE BID:</b> The nature and scope of revisions do not justify competitive bidding.								
<b>(F)</b>	<b>ARCHITECT / ENGINEER'S EVALUATION OF PROPOSED COST:</b> The architect has reviewed the revisions and revised scope of work with associated cost and believes this change order to be fair and reasonable and recommends acceptance.								
<b>(G)</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>CHANGE ORDER RECOMMENDED</b></td> </tr> <tr> <td style="text-align: center;">                     Goodwyn Mills Cawood, LLC                      ARCHITECTURAL / ENGINEERING FIRM NAME                 </td> </tr> <tr> <td style="text-align: center;">                     By: <u>Gary L. Owen, Jr., AIA</u>                      ARCHITECT / ENGINEER'S SIGNATURE                 </td> </tr> </table>	<b>CHANGE ORDER RECOMMENDED</b>	Goodwyn Mills Cawood, LLC ARCHITECTURAL / ENGINEERING FIRM NAME	By: <u>Gary L. Owen, Jr., AIA</u> ARCHITECT / ENGINEER'S SIGNATURE	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>CHANGE ORDER JUSTIFIED AND APPROVED</b></td> </tr> <tr> <td style="text-align: center;">                     Lauderdale County Commission                       LOCAL OWNER ENTITY NAME                 </td> </tr> <tr> <td style="text-align: center;">                     By: <u>Danny Pettus</u>                      LOCAL OWNER'S SIGNATURE                 </td> </tr> <tr> <td style="text-align: center;">                     By: <u>N/A</u>                      LOCAL OWNER'S LEGAL COUNSEL'S SIGNATURE                 </td> </tr> </table>	<b>CHANGE ORDER JUSTIFIED AND APPROVED</b>	Lauderdale County Commission  LOCAL OWNER ENTITY NAME	By: <u>Danny Pettus</u> LOCAL OWNER'S SIGNATURE	By: <u>N/A</u> LOCAL OWNER'S LEGAL COUNSEL'S SIGNATURE
<b>CHANGE ORDER RECOMMENDED</b>									
Goodwyn Mills Cawood, LLC ARCHITECTURAL / ENGINEERING FIRM NAME									
By: <u>Gary L. Owen, Jr., AIA</u> ARCHITECT / ENGINEER'S SIGNATURE									
<b>CHANGE ORDER JUSTIFIED AND APPROVED</b>									
Lauderdale County Commission  LOCAL OWNER ENTITY NAME									
By: <u>Danny Pettus</u> LOCAL OWNER'S SIGNATURE									
By: <u>N/A</u> LOCAL OWNER'S LEGAL COUNSEL'S SIGNATURE									

## Guidance

See C-8: General Conditions of the Contract; Article 19: Changes in the Work, & Article 23: Delays at [https://dcm.alabama.gov/PDF/forms/C-8\\_Gen\\_Cond.pdf](https://dcm.alabama.gov/PDF/forms/C-8_Gen_Cond.pdf)

### Responses to Frequently Asked Questions

- There must be back-up for each item; each item must include a breakout of material and labor and its total.
- On the GC's Summary, each \$ amount for a subcontractor must have subcontractor's quote as backup.
- Subtotals on the General Contractor's (GC's) Summary must match subtotals on any subcontractors' paperwork.
- GC's Summary and back-up invoices cannot include sales tax and cannot include charges for bonds.
- Total Overhead & Profit (OH&P) of each item can be maximum of 25% divided among GC & subcontractors. GC can have maximum of 15% OH&P. GC and subcontractors cannot include insurance in addition to OH&P.
  - Correct OH&P calculation example: 15% OH&P of a \$100.00 item is \$15.00, for a total of \$115.00.
  - False OH&P calculation example: For 15% OH&P, sometimes contractors will list 10% as OH of a \$100.00 item for an OH of \$10.00, add it to item for a subtotal of \$110.00, then calculate 5% Profit of \$110.00 subtotal as \$5.50 and add it all together for a total of \$115.50, but that is an incorrect calculation.
- Deductive change orders: Same backup as noted above is needed, including breakdown of material and labor.

### Weather Delays

If additional days are requested due to weather, backup for such must be provided. Besides the following examples, alternate methods of calculation may be acceptable.

Example 1 - Provide a table displaying:

- a. Daily precipitation (in inches) at the site during the month associated with the report.
- b. The number of days in which the contractor **can anticipate precipitation** above 0.10 inches, for that particular calendar month, based on NOAA data from a location within the vicinity of the project (5-year average).
- c. The number of days in which the contractor **actually experienced precipitation** above 0.10 inches.
- d. Calculation:  $c - b =$  number of allowable weather delay days awarded to extend contract time.

Example 2 – Provide a summary and proof; summary can be written/typed on proof:

Summary:

- A. Number of lost days.
- B. Total amount of actual rainfall for the lost days.
- C. Average amount of rainfall of the past five years' pertinent month(s) for the matching month(s) of the lost days included in this change order.
- D. Calculation:  $((B - C)/B) \times A =$  number of days requested to be added to the schedule via change order.

Proof (website data, for example NOAA data, is acceptable proof):

- E. Proof of the lost days.
- F. Proof of the average amount of rainfall of the past five years' pertinent month(s).

**Lead Design Professional (LDP) form filler/reviewer:** I have read the above Guidance, I am aware that this Guidance is also included at the bottom of this PowerForm as a Supplemental Document that I may download and forward to the Contractor, and that I have had any Summary and back-up documentation corrected as needed in adherence to the above Guidance before attaching such documentation to this Change Order:    X Yes

and attach such documentation. You must include the amount of any fully locally-funded previous and future payments in the "Total Amount to be assumed by the Local Owner" field on the above Form 9-D Modification.

Form Filler: Has the Local Project Owner used local funds to pay previous payment applications? Yes X No

Form Filler's name: Alyssa Martin

Optional Participant 2's name: Hunter Swatek

Signer: I have read the above instructions, my firm is providing correct data in the form fields, and if any data on the attachment(s) is incorrect I am or have requested revisions (see below Return instructions): X Yes

**Construction Contractor:** Please note it is your responsibility to review all data entered by the LDP in the form fields, and all data on any attachments, and to make sure all required documents are attached. If any data is missing or needs revisions, see the instructions below on how to return this Modification with Change Order to the LDP.

Reviewer: I have reviewed all data, and have requested revisions for any incorrect and/or missing data: X Yes

Reviewer's name: Carter deShazo

Signer: I and/or my company has reviewed all data; we are or have requested revisions for any incorrect and/or missing data: X Yes

**Local Project Owner (LPO):** Please note it is your responsibility to review all data entered by the LDP and/or Contractor in the form fields, and all data on any attachments, and to make sure all required documents are attached. If any data is missing or needs revisions, see the instructions below on how to return these documents to the LDP.

Optional Participants 1 & 2: I have reviewed any data within my area of responsibility, and am or have requested revisions for any such incorrect and/or missing data: 1: X Yes. 2: X Yes.

K-12 CSFO or Univ. Accounting: X There are PSCA funds remaining on this project equal to or greater than the amount stated in this Modification's Total Amount to be Assumed by the Authority plus any other PSCA fund commitments for this project.

There are not enough PSCA funds remaining on this project to completely cover this Change Order amount.

### **Return Modification with Change Order to LDP Form Filler for Revisions**

- **General Info:** Only the original attacher of an attachment may replace the attachment during the attacher's revision turn. Modification w/ Change Order envelopes are automatically returned to the LDP Form Filler when anyone further down the recipient workflow from the LDP Form Filler makes a change to a collaborative field (with pink backgrounds) or a Return field and selects Finish after having performed all required actions during their turn. Once the LDP Form Filler has initialed such changes, or made additional corrections, and (if needed) replaced attachments (using the same attachment button), the envelope will move forward again in sequence to all recipients for everyone's initials of the change(s).
- **Steps:**
  1. Perform any required actions during your turn.
  2. A change must be made to a collaborative field or Return field in order to return the envelope to previous recipients. You may change any collaborative field (with pink backgrounds) with a substantive change, or change one of the following Return fields, to send the envelope back to all previous recipients for initialing of changes and/or replacement of attachments.  
First Return, if any:  
  
Second Return, if any:  
  
Third Return, if any:
  3. As needed, indicate problem area and/or further explain the return reason by adding a Comment to the Modification with Change Order: use the Comments icon near the top of this webpage and place it near the problem area; do not place a Comment on the same line as a (pink) collaborative field. Comments placed on an attachment do not remain once the attachment is replaced; Comments drop off a fully-signed Modification with Change Order; all Comments remain on the audit trail.
  4. Select Finish.

**Forward:** When you are satisfied with the state of the Modification with Change Order and you do not see any revisions that need to be made, and therefore the Modification with Change Order is ready to be forwarded to the next recipient in the workflow:

- **General Information:** Do **not** make any changes to collaborative fields (with pink backgrounds) nor Return fields.
- **Steps:**
  1. Perform any required actions during your turn.
  2. Select Finish.

**Alabama Department of Finance**  
**Real Property Management**  
**Division of Construction Management**  
P.O. Box 301150, Montgomery, AL 36130-1150  
770 Washington Avenue, Suite 444, Montgomery, AL 36104  
(334) 242-4082 (phone)

## Change Order Guidance

See C-8: General Conditions of the Contract; Article 19: Changes in the Work, & Article 23: Delays at [https://dcm.alabama.gov/PDF/forms/C-8\\_Gen\\_Cond.pdf](https://dcm.alabama.gov/PDF/forms/C-8_Gen_Cond.pdf)

### Responses to Frequently Asked Questions

- There must be back-up for each item; each item must include a breakout of material and labor and its total.
- On the GC's Summary, each \$ amount for a subcontractor must have subcontractor's quote as backup.
- Subtotals on the General Contractor's (GC's) Summary must match subtotals on any subcontractors' paperwork.
- GC's Summary and back-up invoices cannot include sales tax and cannot include charges for bonds.
- Total Overhead & Profit (OH&P) of each item can be maximum of 25% divided among GC & subcontractors. GC can have maximum of 15% OH&P. GC and subcontractors cannot include insurance in addition to OH&P.
  - Correct OH&P calculation example: 15% OH&P of a \$100.00 item is \$15.00, for a total of \$115.00.
  - False OH&P calculation example: For 15% OH&P, sometimes contractors will list 10% as OH of a \$100.00 item for an OH of \$10.00, add it to item for a subtotal of \$110.00, then calculate 5% Profit of \$110.00 subtotal as \$5.50 and add it all together for a total of \$115.50, but that is an incorrect calculation.
- Deductive change orders: Same backup as noted above is needed, including breakdown of material and labor.

### Weather Delays

If additional days are requested due to weather, backup for such must be provided. Besides the following examples, alternate methods of calculation may be acceptable.

#### **Example 1 - Provide a table displaying:**

- a. Daily precipitation (in inches) at the site during the month associated with the report.
- b. The number of days in which the contractor **can anticipate precipitation** above 0.10 inches, for that particular calendar month, based on NOAA data from a location within the vicinity of the project (5-year average).
- c. The number of days in which the contractor **actually experienced precipitation** above 0.10 inches.
- d. Calculation:  $c - b =$  number of allowable weather delay days awarded to extend contract time.

#### **Example 2 – Provide a summary and proof; summary can be written/typed on proof:**

Summary:

- A. Number of lost days.
- B. Total amount of actual rainfall for the lost days.
- C. Average amount of rainfall of the past five years' pertinent month(s) for the matching month(s) of the lost days included in this change order.
- D. Calculation:  $((B - C)/B) \times A =$  number of days requested to be added to the schedule via change order.

Proof (website data, for example NOAA data, is acceptable proof):

- E. Proof of the lost days.
- F. Proof of the average amount of rainfall of the past five years' pertinent month(s).

---

PSCA K-12/Univ Mod Ch O drafted by alyssa.martin@gmcnetwork.com

**Sender:** Alabama RPM/DCM Team  
**Envelope Id:** 7ae33583-746d-4fe0-8471-e1a0e1c2a24f  
**Time Zone:** (UTC-08:00) Pacific Time (US & Canada)  
**Date Sent:** 1/11/2024 | 11:12:56 AM  
**Date Completed:** 7/1/2024 | 8:54:19 AM

---

*All Recipients*

**Joe De Le Ree** (DCM Change Order Administrator -Part 1) -5/13/2024 | 10:07:52 AM  
joe.deleree@realproperty.alabama.gov

Submit ASI #1 to: planreview@rpm.alabama.gov



STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION


WHEREFORE, corrective deeds need to be executed to clear title to the property recently purchased by Lauderdale County off highway 101 for use by the Lauderdale County Road department; and

WHEREAS, the attorney for the seller will prepare said corrective deeds at no cost to the citizens of Lauderdale County; and

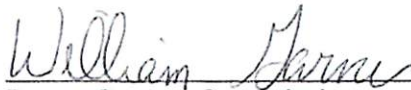
NOW THEREFORE, BE IT RESOLVED, that the Lauderdale County Commission approves of the process and filing of corrective and accurate deeds to the property bought by the County off highway 101.

Done this the 11<sup>th</sup> day of December, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman




Roger Garner, Commissioner



Brad Black, Commissioner




Fay Parker, Commissioner



Joe Heckworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator