

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 28th day of October, 2024.

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

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

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

The invocation and Pledge of Allegiance were delivered by Commissioner, Fay Parker.

Award/Presentations: None

Public Comments on Agenda Items: None

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

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

Commissioner Garner moved, seconded by Commissioner Parker to approve an application for a proposed subdivision plat for Natchez Estates. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Garner to approve an application for a proposed subdivision plat for Cole Creek Estates. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Parker to approve amending the Lauderdale County Road Department Fiscal Year 2024/2025 Budget by line item only. 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 cancelling the Work Session on Monday, November 4th, and changing the first meeting date of November to Wednesday, November 13th, 2024. This meeting change is due to a Commission seat change being voted on at the General Election on November 5th. 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 closing out the Truist Bank Accounts listed on the Resolution, and moving those accounts to Bank Independent. This change is due to fees that are charged at Truist Bank. There will be no fees with Bank Independent. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Black to agree to sign an agreement with the 911 board and the City of Florence for Emergency Medical Dispatch Services. 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 authorize Change Order number 2 for the Workforce Development Center. This Change Order is for the Turbine Room Expansion for an additional three million three hundred sixty-nine thousand sixty-nine dollars and eighteen cents. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Black to approve signing a Memorandum of Understanding between Lauderdale County and the City of Florence for animal control services. This is a five-year agreement. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Parker to approve a three-year agreement with Alabama Department of Environmental Management for collection, management, and disposal of scrap tires. There being no discussion, and upon a vote taken, the motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Parker to approve out of state travel to Virginia for three Sheriff Department employees to attend Federal Bureau of Investigation training courses. There being no further discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Hackworth to approve out of state travel to Mississippi for three Sheriff Department employees to attend training courses. There being no further discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Parker to approve Family Medical Leave of Absence for one Revenue Department employee. All medical paperwork is in order. There being no further discussion, and upon a vote taken, motion was unanimously approved, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Hackworth to approve appointing Ragen Springer to the SCOPE 310 board. This term will expire on April 1, 2027. There being no discussion, and upon a vote taken, motion was unanimously approved.

Commissioner Garner moved, seconded by Commissioner Hackworth to table appointing Jon Pannell to the NACOLG Revolving Loan Board of Directors. Commissioner Hackworth wanted to confirm which NACOLG board this was, and the Commission decided tabling would be the best thing for now until they can look further into the matter. Upon a vote taken, motion was unanimously approved to table this matter.

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

**LAUDERDALE COUNTY CHECKS ISSUED:
October 15, 2024 - October 27, 2024**

1 .	General-Special	62406-62476	1,071,114.65
2 .	Agri-Business Fund	4141-4144	355.89
3 .	Pistol Permit Revenue Reduction Fund	N/A	0.00
4 .	Opioid Settlement Fund	1023-1027	2,472.87
5 .	LEPA Fund	9252-9259	6,325.45
6 .	Gasoline Tax Fund	19085-19097	285,528.70
7 .	Public Bldg., R & B Special	N/A	0.00
8 .	Public Highway & Traffic Fund	N/A	0.00
9 .	Al. Trust Capital Improvement Fund	N/A	0.00
10 .	RRR Gasoline Tax Fund	764	95,360.02
11 .	Reappraisal Fund	12889-12898	142,276.35
12 .	Tourism, Rec. & Convention Fund	641-642	3,750.00
13 .	RSVP Fund	18417-18423	2,936.56
14 .	Child Protection Fund	N/A	0.00
15 .	Rebuild Alabama Gas Tax Fund	N/A	0.00
16 .	Rebuild Alabama Diesel Tax Fund	N/A	0.00
17 .	Federal Aid Exchange Fund	N/A	0.00
18 .	Workforce Development Center Fund	N/A	0.00
19 .	Special Grants Fund	N/A	0.00
20 .	ARPA Revenue Reduction Fund	N/A	0.00
21 .	Coronavirus Rescue Act Fund	1083	12,000.00
22 .	CDBG Fund	N/A	0.00
23 .	Solid Waste Fund	9661-9677	279,900.95
24 .	Account Payable Fund	49202-49231	220,988.77
25 .	Fire Protection Fee Fund	N/A	0.00
26 .	Industrial Development Tax Fund	N/A	0.00

27	Tobacco Tax Fund	N/A	0.00
28	TVA Tax Fund	6611-6621	516,279.48
TOTAL			\$ 2,639,289.49

Eric Hill, Lauderdale County Engineer thanked Commissioner Parker for all of his years of service and wished him the best in his retirement.

Commissioner Parker thanked Eric for his kind words, and also thanked everyone that had a part in his years of office as a Lauderdale County Commissioner, the other Commissioners, Lauderdale County Department heads, and Lauderdale County Administrator. His hope for Lauderdale County is that it continues to thrive in the years to come.

Chapel King of Florence, Alabama thanked Commissioner Parker for all he has done during his time as Commissioner to help the animal shelter. Ms. King wanted to introduce the Lauderdale County Commissioners to Colbert County Resident, Frank Renaldo as someone who has helped Athens open a spay and neuter clinic. Ms. King said she was hoping to get a clinic started in Florence.

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

LAUDERDALE COUNTY COMMISSION



 Danny Pettus, Chairman



 Roger Garner, Commissioner



 Brad Black, Commissioner



 Todd Nix, Commissioner



 Joe Hackworth, Commissioner

ATTEST:


 Brenda Bryant, County Administrator

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
October 28, 2024

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner Fay Parker
4. AWARDS AND PRESENTATIONS
5. 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—Natchez Estates**
This Resolution is for the approval for a potential new subdivision development.
4. **Resolution—Cole Creek Estates**
The County Commission will be voting on approval for this potential new development.
5. **Resolution—Budget Amendment**
The County Commission will vote to amend the Road Department's budget.
6. **Resolution—Meeting Change**
This Resolution will be for authorization to change the first County Commission Meeting in November due to a new Commissioner being sworn in.
7. **Resolution—Bank Accounts**
The County Commission will be voting to close out a bank account at Truist Bank, and open a new account at Bank Independent.
8. **Resolution—Professional Services Agreement**
The County Commission will vote on signing an agreement with the City of Florence for Emergency Medical Dispatch Services.

9. Resolution—Change Order #2 Workforce Development Center

This Change Order is for the Turbine Room Expansion at the Workforce Development Center.

10. Resolution—Memorandum of Understanding for Animal Control Services

This is for a 5-year agreement between the Lauderdale County Commission and the City of Florence for Animal Control Services.

11. Resolution—Alabama Department of Environment Management Scrap Tire Removal

This is pertaining to a 3-year agreement between ADEM and the Lauderdale County Commission for the collection, management, and disposal of Scrap Tires.

12. Resolution—Out of State Travel

Three Sheriff Department employees have requested approval for Out of State Travel to Virginia.

13. Resolution—Out of State Travel

Two Sheriff Department employees have requested approval for Out of State Travel to Mississippi.

14. FMLA

15. Board Appointments—NACOLG and Scope 310

16. Audit and Approve Invoiced Bills

B. SCHEDULED PUBLIC HEARINGS—none

C. STAFF REPORTS

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

E. ADJOURN

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION


WHEREAS, an application for a proposed subdivision plat has come before the Lauderdale County Commission for Natchez Estates Subdivision; and

WHEREAS, the Lauderdale County Engineer has reviewed the aforementioned application and recommends that it be approved.

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the application for the Natchez Estates Subdivision is herein approved.

Done this the 28th day of October, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

**LAUDERDALE COUNTY
APPLICATION FOR PROPOSED PLAT REVIEW**

DATE: 07/26/2024

1. Name of Subdivision Natchez Estates
2. Name of Applicant Trace Threet Phone 256-443-7598
Address 2001 County Road 106, Florence, Alabama 35633
3. Owner of Record Trace Threet
Address 2001 County Road 106, Florence, Alabama 35633
4. Engineer TKC A&E (Cole Newton) Phone 931-797-3323
Address 818 S. Main St., Columbia, TN 38401
5. Land Surveyor Alexander Land Surveying, Inc. Phone 256-381-7009
Address 2923 N. Jackson Hwy., Sheffield, AL 35660
6. Attorney N/A Phone _____
Address _____
7. Subdivision Location: 2570 COUNTY RD 200, Florence, AL

8. Total Acreage 10.75 Number of Lots 18

9. Has this plan been before the Commission in the past? No If yes, have any changes been made since this plans was last before the Commission? N/A

If so, describe the changes N/A

10. List all adjacent utilities and property owner(s) names with addresses.

1. City of Florence Utilities (Electrical) 110 W. College St., Florence AL. 35630

2. West Lauderdale Water Authority 3353 CR-200, Florence, AL 35633

3. See attached for Adjoiner list

4. _____

5. _____

6. _____

7. _____

8. _____

11. Attach four (4) copies of proposed plat.

12. Attach two (2) copies of construction plans.

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

Lauderdale County Date 07/26/2024
Subdivision Name Natchez Estates
Location 2570 COUNTY RD 200, Florence, AL

No. Proposed Lots 18
Total Length Proposed Road(s) 814.65'
Owner(s)/Developer(s) Trace Threet
Mailing Address 2001 CR-106 Phone No. 256-443-7598
Florence, AL. 35633 Fax No. N/A
Email TRACETHREET@GMAIL.COM

.....
Upon approval of this permit application I (we) hereby agree to comply with all state laws and local regulations as applies to the subdividing and/or development of land. I (we) understand the permit will be valid for 12 months from the issuance date and may be revoked for non-compliance at anytime by the County Engineer or his designee.


Trace threet (Jul 26, 2024 10:48 CDT)

Owner(s)/Developer(s) Signature

07/26/2024
Date







Natchez Estates Lauderdale County Subdivision Application

Final Audit Report

2024-07-26

Created:	2024-07-26
By:	campbell cook (campbell@alexanderlandsurveying.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABRj08plOp9RfZuuNnMMVU1-xqY7H9-D

"Natchez Estates Lauderdale County Subdivision Application" History

-  Document created by campbell cook (campbell@alexanderlandsurveying.com)
2024-07-26 - 3:45:12 PM GMT
-  Document emailed to tracethreet@gmail.com for signature
2024-07-26 - 3:45:43 PM GMT
-  Email viewed by tracethreet@gmail.com
2024-07-26 - 3:48:44 PM GMT
-  Signer tracethreet@gmail.com entered name at signing as Trace threet
2024-07-26 - 3:48:13 PM GMT
-  Document e-signed by Trace threet (tracethreet@gmail.com)
Signature Date: 2024-07-26 - 3:48:15 PM GMT - Time Source: server
-  Agreement completed.
2024-07-26 - 3:48:15 PM GMT

Natchez Estates Adjoiner List

1. SPILLERS, WAYNE NIXSON - 0 COUNTY RD 200, FLORENCE. AL.
2. MOORE, MARK L ETUX LEESA M - 4155 COUNTY RD 6, FLORENCE, AL.
3. BROWN, KEITH LANE ETUX SUSAN BROWN - 4153 COUNTY RD 6, FLORENCE, AL
4. MELSON, TAMMY - 4135 COUNTY RD 6, FLORENCE, AL
5. BROWN, TRAVIS R II - 4095 COUNTY RD 6, FLORENCE, AL
6. JONES, JANICE J - 4085 COUNTY RD 6, FLORENCE, AL
7. HUGHES, MARK ETAL ERIN NICOLE RAPER - 4065 COUNTY RD 6, FLORENCE, AL
8. VINSON, RHONDA - 4045 COUNTY RD 6, FLORENCE, AL
9. SCOTT, STACIE PARRISH ETAL REGINA SMITH - 4015 COUNTY RD 6, FLORENCE, AL
10. TENNESSEE GAS TRANSMISSION CO - 4001 COUNTY RD 6, FLORENCE, AL
11. MCFALL, JEFFERY G ETUX BARBARA - 3925 COUNTY RD 6, FLORENCE, AL
12. JOHNSON, CODY - 2460 COUNTY RD 200, FLORENCE, AL
13. MCFALL, RACHEL - 2490 COUNTY RD 200, FLORENCE, AL

CONSTRUCTION PLANS FOR THREET SUBDIVISION SECTION 9, TOWNSHIP 2 SOUTH, RANGE 12 WEST FLORENCE, ALABAMA 35633 LAUDERDALE COUNTY

Property Information:
SECTION 9, TOWNSHIP 2 SOUTH RANGE 12 WEST
Total Area: 10.75

Developer:
TRACE THREET
THREET BUILDCON
250-792-9792

Civil Engineer:
TKC ARCHITECTURE & ENGINEERING
Cale Newton, PE, LEED AP
615-617-2477
cal@tkc-ae.com

Surveyor:
JAMES E. ALEXANDER LAND SURVEYING, LLC
James Alexander, R.L.S.
256.381.7029

Utility Provider:
Water - WEST LAUDERDALE WATER AUTHORITY
3313 County Road 200
Florence, Alabama 35633
256.768.8767

Wastewater - Lauderdale County Health Dept - on-site septic system

Electric - FLORENCE ELECTRICITY DEPARTMENT
Tyler S. Pigg, PE
256.768.5326



LOCATION MAP
N.T.S.

Sheet Schedule

C-0.0	Cover Sheet
C-1.0	Existing Conditions
C-2.0	Site Plan
C-3.0	Initial Erosion Control Plan
C-3.1	Interim Erosion Control Plan
C-3.2	Final Erosion Control Plan
C-4.0	Grading and Drainage Plan
C-4.1	Pre-development Drainage Plan
C-4.2	Post Development Drainage Plan
C-5.0	Utility Plan
C-6.0	Main Road Plan and Profile
DT-1	Erosion Control Details
DT-2	Civil Site Details
DT-3	Pond Details

TKC Architecture & Engineering, Inc. is a registered professional engineering firm in the State of Alabama. The firm is not responsible for the design or construction of any structure or facility shown on these plans. The user of these plans is advised to consult with the appropriate authorities for all applicable codes and regulations. TKC Architecture & Engineering, Inc. is not responsible for the design or construction of any structure or facility shown on these plans. The user of these plans is advised to consult with the appropriate authorities for all applicable codes and regulations.

Customer is advised that these plans are for informational use only. Construction shall be done in accordance with the approved plans and all applicable codes and regulations.

TKC
ARCHITECTURE & ENGINEERING
INC.

THREET SUBDIVISION



Sheet No.	Description	Scale
C-0.0	Cover Sheet	
C-1.0	Existing Conditions	
C-2.0	Site Plan	
C-3.0	Initial Erosion Control Plan	
C-3.1	Interim Erosion Control Plan	
C-3.2	Final Erosion Control Plan	
C-4.0	Grading and Drainage Plan	
C-4.1	Pre-development Drainage Plan	
C-4.2	Post Development Drainage Plan	
C-5.0	Utility Plan	
C-6.0	Main Road Plan and Profile	
DT-1	Erosion Control Details	
DT-2	Civil Site Details	
DT-3	Pond Details	

COVER SHEET

C - 0.0

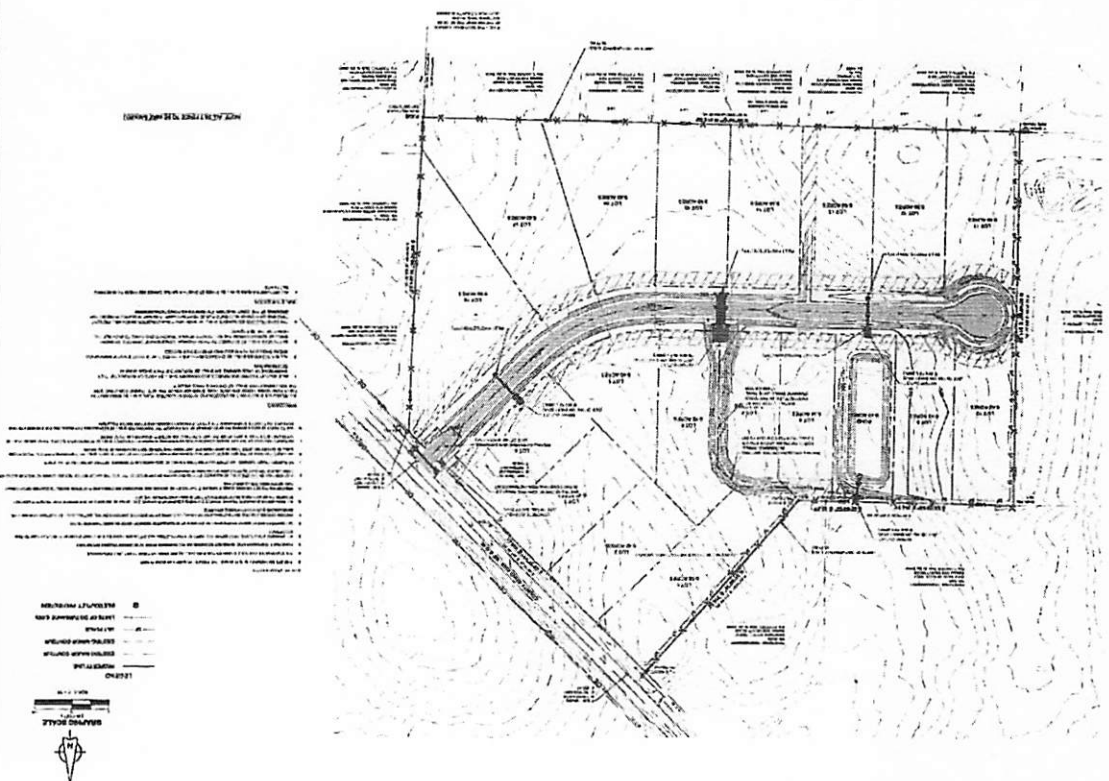
INDEPENDENT ENGINEERS
CONSULTANTS, INC.

REVISIONS

NO.	DESCRIPTION	DATE

THIRTEEN SUBDIVISION

TKC
ARCHITECTURAL
ENGINEERS
PLANNERS
CONSULTANTS
INC.



NOTICE TO CONTRACTORS

THESE PLANS AND SPECIFICATIONS SHALL BE OPEN TO ALL BIDDERS FOR THE PROJECT DESCRIBED HEREIN. THE BIDDERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE BIDDERS SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE RECORD PLANS AND FIELD SURVEY. THE BIDDERS SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE RECORD PLANS AND FIELD SURVEY. THE BIDDERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE RECORD PLANS AND FIELD SURVEY. THE BIDDERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE RECORD PLANS AND FIELD SURVEY.

ALEXANDER LAND SURVEYING, INC
256-381-7009
PO BOX 160
SHEFFIELD, AL 35660

BANK INDEPENDENT
(256) 388-5000
WWW.BIBANK.COM
MEMBER FDIC

1950

61-578/822

10/15/2024

PAY TO THE ORDER OF **Lauderdale County Road Department**

\$25.00**

Twenty-five and 00/100*****

DOLLARS

Lauderdale County Road Department
Lauderdale County Road Department
1630 State Street
Florence, AL 35630

MEMO

Diane S Alexander

021064 / 12-04

Printed on Recycled Paper / Recycled Ink

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, an application for a proposed subdivision plat has come before the Lauderdale County Commission for Cole Creek Estates Subdivision; and

WHEREAS, the Lauderdale County Engineer has reviewed the aforementioned application and recommends that it be approved.

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the application for the Cole Creek Estates Subdivision is herein approved.

Done this the 28th day of October, 2024.

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
APPLICATION FOR PROPOSED PLAT REVIEW**

DATE: 10/15/24

1. Name of Subdivision Cole Creek Subdivision
2. Name of Applicant Jeremy Grigsby Phone (256)710-7472
Address P.O. Box 1089 Killen, Alabama 35645
3. Owner of Record Grigsby Brothers Properties, LLC
Address P.O. Box 1089 Killen, Alabama 35645
4. Engineer White, Lynn, Collins and Associates, Inc. Phone (256)766-1051
Address 219 West Alabama Street Florence, Alabama 35630
5. Land Surveyor White, Lynn, Collins and Associates, Inc. Phone (256)766-1051
Address 219 West Alabama Street Florence, Alabama 35630
6. Attorney _____ Phone _____
Address _____
7. Subdivision Location: entrance to proposed subdivision is adjacent to
508 Shaler Drive Killen, Alabama 35645

8. Total Acreage 12.60 Acres +/- Number of Lots 21

9. Has this plan been before the Commission in the past? No If yes, have any changes been made since this plans was last before the Commission? _____

If so, describe the changes _____

10. List all adjacent utilities and property owner(s) names with addresses.

1. Tax Parcel #17-09-30-0-002-122.000 - William J. & Jeanette Miller - 509 Shaler Drive Killen, AL
2. Tax Parcel #17-09-30-0-002-121.000 - William Paxton Rogers - 508 Shaler Drive Killen, AL
3. Tax Parcel #17-09-30-0-002-119.000 - Kenneth W. & Doris K. Kershaw - 424 Brookside Drive Killen, AL
4. Tax Parcel #17-09-30-0-002-118.000 - Gregory C. Graham - 420 Brookside Drive Killen, AL
5. Tax Parcel #17-09-30-0-002-117.000 - David A. & Marjorie Crosswhite - 416 Brookside Drive Killen, AL
6. Tax Parcel #17-09-30-0-002-116.000 - Michael G. & Shelia P. Cornwell - 412 Brookside Drive Killen, AL
7. Tax Parcel #17-09-30-0-002-115.000 - David Michael & Rachel L. Aday - 408 Brookside Drive Killen, AL
8. Tax Parcel #17-09-30-0-002-114.000 - Rick Dawson (Steenson Marina, Inc.) - 404 Brookside Drive Killen, AL
9. Tax Parcel #17-09-30-0-002-113.000 - Ricky Pickett - 340 Brookside Drive Killen, AL

Adjacent Utilities: City of Florence Water Department
City of Florence Electricity Department
Spire (Gas Company)

11. Attach four (4) copies of proposed plat.

12. Attach two (2) copies of construction plans.

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

Lauderdale County

Date 10/15/24

Subdivision Name Cole Creek Subdivision

Location entrance to proposed subdivision is adjacent to 508 Shaler Drive Killen, AL 35645

No. Proposed Lots 21

Total Length Proposed Road(s) 1,375'

Owner(s)/Developer(s) Grigsby Brothers Properties, LLC

Mailing Address P.O. Box 1089

Phone No. (256)710-7472

Killen, Alabama 35645

Fax No. _____

Email jergrigsby@aol.com

.....
Upon approval of this permit application I (we) hereby agree to comply with all state laws and local regulations as applies to the subdividing and/or development of land. I (we) understand the permit will be valid for 12 months from the issuance date and may be revoked for non-compliance at anytime by the County Engineer or his designee.



Owner(s)/Developer(s) Signature

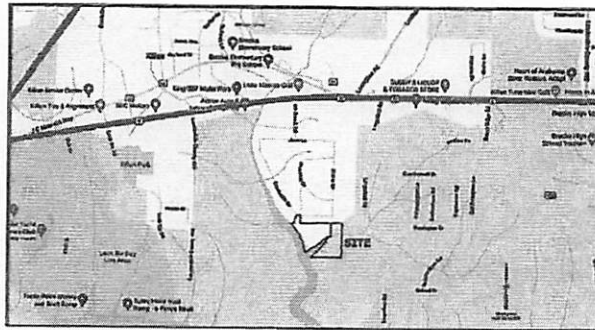
10/15/24

Date

CONSTRUCTION PLANS FOR COLE CREEK SUBDIVISION

DEVELOPER:
Grigsby Brothers Properties, LLC
P.O. Box 1089
Killen, Alabama 35645

INDEX OF SHEETS	
COVER AND INDEX	1 OF
PROJECT NOTES AND LEGEND	2 OF
TYPICAL SECTIONS	3 OF
OVERALL GRADING & DRAINAGE PLAN	4 OF
STREET LAYOUT PLAN	5 OF
UTILITY PLAN	6 OF
EROSION & SEDIMENT CONTROL PLAN	7 OF
COLE CREEK COVE PLAN AND PROFILE	8 OF
COLE CREEK COVE PLAN AND PROFILE	9 OF
COLE CREEK COVE PLAN AND PROFILE	10 OF
STORM SEWER PLAN AND PROFILE	11 OF
STORM SEWER PLAN AND PROFILE	12 OF
STORM SEWER PLAN AND PROFILE	13 OF
EROSION CONTROL DETAILS	14 OF
WATERLINE DETAILS	15 OF



UTILITY OWNERS

WATER
CITY OF FARMERS WATER DEPARTMENT
(204) 744-1770

TO REPORT DAMAGED WATER FACILITIES
CONTACT THE ABOVE NUMBER OR THE
DISPATCH NUMBER TO A.M. - 5:00 P.M. LOCAL. PROVIDE
A FEE NUMBER (1-800-955-5275) AND PROJECT NUMBER.
CALL 911

Gas

ELECTRICITY
SEE FURNISH ELECTRICITY CLUMP
(204) 744-1770
AFTER FURNISHING FURNISHING AND HOLDINGS
CONTACT DISPATCH (OFF FURNISH ELECT.)
LOCAL NUMBER

TELEPHONE
SEE FURNISH

CALL BEFORE YOU DIG:
ALABAMA ONE CALL (800) 452-4525

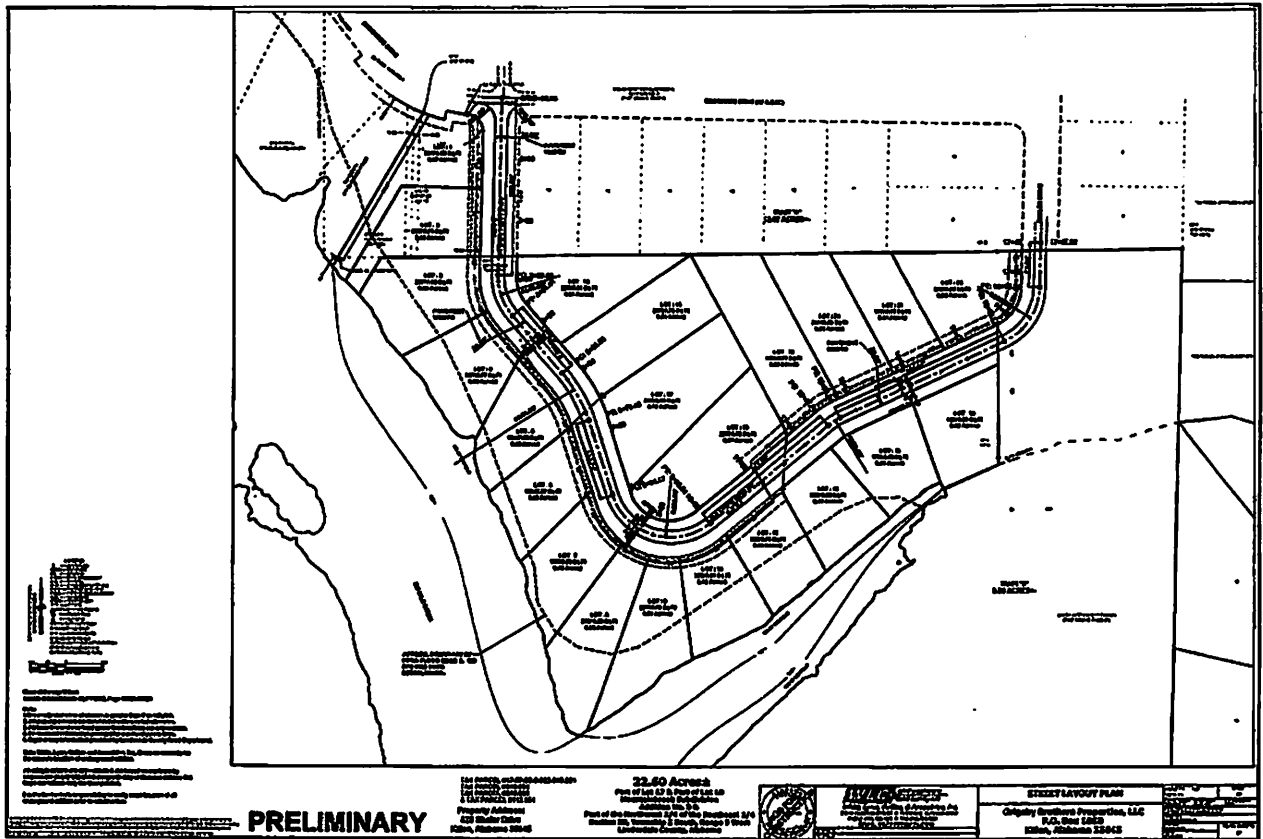
Project Number: _____ SET NO. _____
Sheet Number: _____

PRELIMINARY



ALABAMA
Professional Engineer
Grigsby Brothers Properties, LLC
P.O. Box 1089
Killen, Alabama 35645

COVER AND INDEX
Grigsby Brothers Properties, LLC
P.O. Box 1089
Killen, Alabama 35645



GRIGSBY PROPERTIES
311 Hwy 72
Killen, AL 35645

6068
81-1/820

DATE 10/15/24

CHECK DEPOSIT

PAY TO THE ORDER OF

Lauderdale County Road Dept

\$ 435.⁰⁰

Four hundred thirty five dollars & 00/100

DOLLARS



REGIONS

FOR

Coke Creek Application + inspection fee

[Handwritten Signature]

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, by the Lauderdale County Commission that the Lauderdale County Road Department Budget for Fiscal Year 2024-2025 is herein amended by the following line items only:

RRR Gasoline Tax Fund from 238 Contract Repairs-Road and Bridges to 213 Road Construction/Maintenance supplies \$240,000; and

NOW THEREFORE BE IT RESOLVED, that the Lauderdale County Road Department Budget for Fiscal Year 2024-2025 is herein amended by the above line items only.

Done this the 28th day of October, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

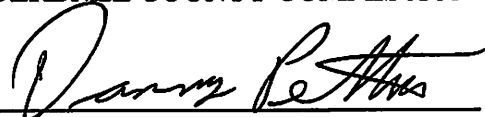
LAUDERDALE COUNTY §

RESOLUTION

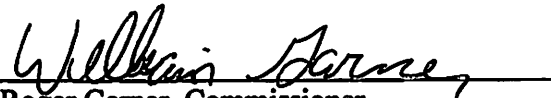
NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission that, pursuant to Code of Alabama §11-3-1, the regularly scheduled meeting of Monday, November 11th, 2024, is rescheduled to Wednesday, November 13th, 2024. This is due to a seat being filled at the General Election for the Lauderdale County Commission.

Done this the 28th day of October, 2024.

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

NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission that the following bank accounts be approved to be moved from Truist Bank, due to extra fees that have been incurred, to Bank Independent with no fees:

Lauderdale County Public Highway and Traffic Fund Account # 080-084-8
Lauderdale County Employees Insurance Fund Account # 080-076-7
Lauderdale County Fire Protection Fee Fund Account # 080-432-0

BE IT FURTHER RESOLVED, that the Chairman and County Administrator is herein authorized to execute all documents required for moving these accounts from Truist Bank to Bank Independent.

Done this the 28th day of October, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission agrees to the attached Professional Service Agreement with Lauderdale County 911 and the City of Florence; and

WHEREAS, the Professional Service Agreement outlines the terms, provisions and responsibilities of all parties as both County and City will share the cost equally to provide Emergency Medical Dispatch Services; and

BE IT RESOLVED, the Lauderdale County Commission to approves the terms and conditions of this Professional Services Agreement.

Done this the 28th day of October, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

City of Florence

County of Lauderdale

Professional Services Agreement with the Lauderdale County 911 ECD

AGREEMENT, made this first day of October 2024, between the City of Florence (hereafter referred to as "City"), County of Lauderdale (hereafter referred to as "County"), and Lauderdale County 911 ECD (hereafter referred to as "911") for the purpose of providing emergency medical dispatch services under the contract between the City, County, and LifeGuard-Lauderdale County (hereafter referred to as "Provider"):

WHEREAS, the City and County wish to provide for the care and safety of its citizens and desires to enter into an agreement with 911 to provide emergency medical dispatch services under the conditions previously established and agreed upon by the City, County, and Provider:

NOW, THEREFORE, in consideration of the obligations hereafter set forth, the parties hereto agree as follows:

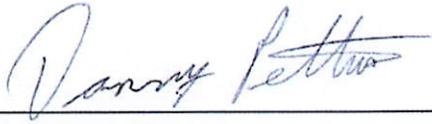
STATEMENT OF WORK. 911 agrees to provide Emergency Medical Dispatch services for all 911 emergency medical calls in Lauderdale County related to the contract between the City, County, and Provider. 911 agrees to provide services in accordance with the conditions set forth in said contract.

I. PAYMENT.

- (a) **FEE PAID.** The City and County shall pay 911 monthly for providing Emergency Medical Dispatch Services in the sum of Five-Thousand Dollars (\$5,000). This fee shall be split equally between the City (\$2,500) and the County (\$2,500). 911 agrees to provide invoices to the City and the County separately for monthly service.



CITY OF FLORENCE



LAUDERDALE COUNTY



911 BOARD

Sponsor: Holmes

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Professional Services Agreement among the City of Florence, Lauderdale County, and the 911 Board is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor is hereby authorized to execute said Agreement on behalf of the City of Florence.

ADOPTED this 15TH day of OCTOBER, 2024.



[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

CITY COUNCIL

APPROVED this 15TH day of OCTOBER, 2024.

[Signature]
MAYOR

ADOPTED & APPROVED this 15TH day of OCTOBER, 2024.

[Signature]
CITY CLERK - TREASURER

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission approves change order number two for the Workforce Development Center project; and

WHEREAS, change order number two be issued with the additional amount of three million three hundred sixty-nine thousand sixty-nine dollars and eighteen cents for the Turbine Room Expansion; and

BE IT RESOLVED that the Lauderdale County Commission approves the attached change order contract for change order number two with any budget amendment needed.

Done this the 28th day of October, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



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: .

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

10/22/2024	Modification - Adjusting		
	Change Amount	Days Added, if any	Change Order # 02 Ext East end of building for additional equipment
	\$ 3,369,069.18		

Project Owner Coordination / Acknowledgements	
<i>John Hitt</i> John Hitt, CM	10/31/2024
<i>Jonathan Grammer</i> Jonathan Grammer, Regional Vice President	11/05/2024
<i>Danny Pettus</i> Danny Pettus Chairman	11/08/2024
<i>Sommer Coleman</i> Senior Project Manager	11/12/2024
<i>Christopher A. Smith</i> attorney for County Commission	11/13/2024

MODIFICATION TO THE CONSTRUCTION CONTRACT

- ADJUSTMENT OF SEVERABLE PAYMENTS -

PSCA # P009

10/22/2024

DCM (BC) # 2020715

Preparation Date

The SEVERABLE PAYMENT provision of the Construction Contract, dated 08/02/2023, between the Alabama
Lauderdale County Commission

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. 1 through 1 : \$ 491,515.78

Total Amount of Contract this date: \$ 26,159,215.78

Amount of proposed Change Order No. 02 : \$ 3,369,069.18

Proposed Revised Contract Sum, if any: \$ 29,528,284.96

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): \$ 21,564,025.61

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
twenty-one million five hundred sixty-four thousand twenty-five dollars and sixty-one cents

Dollars (\$ 21,564,025.61) 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 Desmond
Director

Reviewed By Eric Holt
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 Kiteley, CEO

Lauderdale County Commission

Local Owner Entity Name

By Danny Pettus
Name & Title: Lauderdale Chairman

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: 11/21/2024
Governor and President of Authority



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

POWER OF ATTORNEY

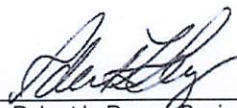
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that 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

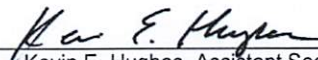
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **31st** day of **October**, **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.

CONTRACT CHANGE ORDER

Change Order No. 02 Preparation Date 10/22/2024 DCM (BC) # 2020715
PSCA # P009

TO: Contractor Company Name & Address: First Team Construction Co., Inc. PO Box 1267 Auburn, AL 36831	PROJECT: 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 10/15/2024

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.):*

The Lauderdale County Workforce Development Center bid in June 2023 and First Team Construction was the low bidder at a contract price of \$25,667,700. As construction has progressed, the Lauderdale County Commission has received an increase in public funding for the project. Furthermore, post-bid, Tennessee Valley Authority has multiplied the amount and sizing of equipment that will be donated to the program, including a new hydroelectric power generator that is approximately 20'W x 40'L x 16'H and weighs 300,000 lbs. The current design will not be of adequate size to house this equipment.

The Lauderdale County Commission has requested that an 80-foot extension to the east of the building be constructed to house the new equipment and further add to the instructional opportunities for students and personnel in the program.

Volkert, Inc. has received the final pricing for the additional space from First Team Construction at a price of \$3,369,069.18, and the breakdown is attached. We are aware that this increases the contract price beyond the 10% allowed, and would like to request this change order be accepted due to following:

- * Time is of the essence for the workforce development instructional program and adding the expansion to the contract will allow the work to complete without advertising for bid and delaying the project further.
- * A decrease in public taxpayer dollars spent will be experienced if the change order is approved in lieu of advertising and bidding.
- * Use of shared resources on site will allow the change order pricing to be kept to a minimum.
- * TVA provided generator will be on site no later than January 6, 2025, and the slab and structure will need to be heavily altered, reinforced, and cured in a timely manner to accommodate this date.
- * TVA will be providing all cranes, turbines, generators, and miscellaneous equipment on January 6, 2025 to place inside the facility.

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.

ORIGINAL CONTRACT SUM	\$ 25,667,700.00
NET TOTAL OF PREVIOUS FULLY-EXECUTED CHANGE ORDERS	\$ 491,515.78
PREVIOUS REVISED CONTRACT SUM	\$ 26,159,215.78
THIS CHANGE ORDER WILL CHANGE THE CONTRACT SUM BY	\$ 3,369,069.18
REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER	\$ 29,528,284.96

EXTENSION OF TIME resulting from this Change Order: None or _____ 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.

Goodwyn Mills Cawood, LLC
Architectural/Engineering Firm

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

CONTRACTING PARTIES

First Team Construction Co., Inc.
Contractor Company Name

By Greg Kiteley
Name & Title: Greg Kiteley, CEO

Lauderdale County Commission

Local Owner Entity Name

By Danny Pettus
Name & Title: Lauderdale Chairman

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: 11/21/2024
Governor and President of Authority

APPROVED BY

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

By Lee Demand
Director

Reviewed By Eric Holt
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



LAUDERDALE COUNTY WORK DEVELOPMENT CENTER ASI07-11

\$ 3,369,100.00

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10/15/2024 14:06

PRICE SUMMARY SHEET						
D	DESCRIPTION	LABOR	MATERIAL	SUB	EQUIP	TOTAL
0	Allowance	\$ -	\$ -	\$ -	\$ -	\$ -
1	General Requirements	\$ 40,000.00	\$ 625.00	\$ 41,573.00	\$ 28,800.00	\$ 110,998.00
2	Sitework	\$ -	\$ -	\$ 444,047.00	\$ -	\$ 444,047.00
3	Concrete	\$ 53,100.00	\$ 283,800.00	\$ 426,700.00	\$ 136,200.00	\$ 899,800.00
4	Masonry	\$ -	\$ -	\$ -	\$ -	\$ -
5	Metals	\$ -	\$ 311,500.00	\$ 135,000.00	\$ -	\$ 446,500.00
6	Woods & Plastics	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 2,000.00
7	Thermal & Moist. Prot.	\$ -	\$ -	\$ 348,396.00	\$ -	\$ 348,396.00
8	Doors & Windows	\$ 1,230.00	\$ 8,219.00	\$ 105,590.00	\$ -	\$ 115,039.00
9	Finishes	\$ -	\$ -	\$ 167,063.00	\$ -	\$ 167,063.00
10	Specialties	\$ 650.00	\$ 850.00	\$ -	\$ -	\$ 1,500.00
11	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
12	Furnishings	\$ -	\$ -	\$ -	\$ -	\$ -
13	Special Construction	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hoists	\$ -	\$ -	\$ 37,990.00	\$ -	\$ 37,990.00
15	Mechanical	\$ -	\$ -	\$ 206,967.00	\$ -	\$ 206,967.00
16	Electrical	\$ -	\$ -	\$ 228,350.00	\$ -	\$ 228,350.00

SUBTOTAL 01	\$ 95,980.00	\$ 605,994.00	\$ 2,141,676.00	\$ 165,000.00	\$ 3,008,650.00
24% Labor Burden	\$ 23,035.20				\$ 23,035.20
0% Sales Tax		\$ -			\$ -
SUBTOTAL 02	\$ 119,015.20	\$ 605,994.00	\$ 2,141,676.00	\$ 165,000.00	\$ 3,031,685.20
Builders Risk & Ins				0.0140	\$ 2,829.96
Bond Premium	\$ 3,369,000.00				\$ 28,275.00
Contingency				0.00%	\$ 0.00
OH&P				10.00%	\$ 306,279.02
PROJECT TOTAL					\$ 3,369,069.18



TOTALS to SUMMARY SHEET													
DESCRIPTION	QTY	U	LABOR U-P	40,000.00 LABOR AMOUNT	625.00 MAT'L U-P	625.00 MAT'L AMOUNT	41,573.00 SUB U-P	41,573.00 SUB AMOUNT	SUB NAME	EQUIP U-P	28,800.00 EQUIP AMOUNT	110,998.00 TOTAL AMOUNT	NOTES
SUPERVISION													
Superintendent	16.00	wk	2,500.00	40,000.00								40,000.00	
Project Manager		wk	1,000.00										
Assistant Superintendent		wk	1,200.00										
Project/Home Office Clerk		wk	400.00										
TRAVEL EXPENSE													
Hotels		wk											
Apartment		mo											
Per Diem	16.00	wk					300.00	4,800.00				4,800.00	
Meals & Entertainment	4.00	mo					100.00	400.00				400.00	
TEMPORARY FACILITIES													
Jobsite Office Mob/De-Mob		ls					3,000.00						
Jobsite Office Rental	4.00	mo								1,200.00	4,800.00	4,800.00	
Jobsite Office Decks/Steps x2	4.00	mo					120.00	480.00				480.00	
Connex x2	4.00	mo					600.00	2,400.00				2,400.00	includes setup & delivery
Monthly Phone	4.00	mo					200.00	800.00				800.00	
Monthly Power	4.00	mo					100.00	400.00				400.00	
Monthly Water	4.00	mo					50.00	200.00				200.00	
Monthly Rest Room Facilities	4.00	mo					300.00	1,200.00				1,200.00	
Jobsite Office Furniture		ls			500.00								
Jobsite Office Supplies	4.00	mo			100.00	400.00						400.00	
PROJECT REQUIREMENTS													
Jobsite Photos		ls					1,000.00						
Project Sign		ls					750.00						
Reproduction Expense		ls					1,000.00						
CAD Files		ea					50.00						
Scheduling	4.00	mo					750.00	3,000.00				3,000.00	
Submittal Exchange/Procure		ls					5,395.00						
Advertisement of Completion		ls					500.00						
Weather Reports	4.00	mo					100.00	400.00				400.00	
JOB UTILITIES													
Construction Power	4.00	mo					325.00	1,300.00				1,300.00	\$0.05 per sf
Construction Water	4.00	mo					150.00	600.00				600.00	
Temp Heating & Cooling		mo					665.00						\$0.10 per sf
Final Power		mo											
TEMPORARY CONSTRUCTION													
Temporary Fencing		lf					8.00						
Barricades		ls											
Project Layout		ls					3,500.00						
CLEANUP													
Continuous Cleanup	16.00	wk					250.00	4,000.00				4,000.00	
Final Clean	6,650.00	sf					0.30	1,995.00				1,995.00	
Dump Fees	4.00	mo					1,800.00	7,200.00				7,200.00	
Clean Glass		sf					0.50						
PUNCHLIST													
Final Punchlist		ls					3,000.00						



TOTALS to SUMMARY SHEET				40,000.00	625.00	41,573.00		28,800.00	110,998.00				
DESCRIPTION	QTY	U	LABOR U-P	LABOR AMOUNT	MAT'L U-P	MAT'L AMOUNT	SUB U-P	SUB AMOUNT	SUB NAME	EQUIP U-P	EQUIP AMOUNT	TOTAL AMOUNT	NOTES
SAFETY REQUIREMENTS													
Fire Extinguishers	3.00	ea			75.00	225.00						225.00	
Project Safety Expense		ls					1,500.00						
First Aid Expense		ls			500.00								
REPLACEMENT ITEMS													
Replacement Contingency		ls					3,000.00						
MATERIAL PROTECTION													
Protect Materials Allowance		ls					2,500.00						
CONSTRUCTION EQUIPMENT													
Superintendent Truck Expense	4.00	mo								1,000.00	4,000.00	4,000.00	
Fuel/Oil/Maintnace	4.00	mo					600.00	2,400.00				2,400.00	
Equipment Gas & Oil	4.00	mo								1,500.00	6,000.00	6,000.00	
Lull	4.00	mo								2,500.00	10,000.00	10,000.00	
Misc Rentals	4.00	mo								1,000.00	4,000.00	4,000.00	
PERMITTING													
Building Permit		ls											
Industry Craft Training Fee		ls					3,369.00						
Business License		ls											
Bldg Commission Plan Review Fee		ls											
Bldg Commission Contract Admin Fee		ls											
Bldg Commission Permit Fees	1.00	ls					7,398.00	7,398.00				7,398.00	
Water Tap Fee		ls											
Sewer/Impact Fee		ls											
NPDES Permit		ls					4,000.00						
NPDES Inspection & Reporting	4.00	mo					500.00	2,000.00				2,000.00	
Electrical Service (Aid to Const.)		ls											
TESTING													
Testing		ls											
Roofing Consultant		ls											
Door & HW Consultant		ls					3,000.00						
SMALL TOOLS													
Tools & Tool Repair	4.00	mo					150.00	600.00				600.00	



TOTALS to SUMMARY SHEET		U	LABOR U-P	LABOR AMOUNT	MAT'L U-P	311,500.00 MAT'L AMOUNT	SUB U-P	135,000.00 SUB AMOUNT	SUB NAME	EQUIP U-P	EQUIP AMOUNT	446,500.00 TOTAL AMOUNT	NOTES
STEEL SUPPLIER	1.00	ls				311,500.00			HMW			311,500.00	
STEEL ERECTOR	1.00	ls					135,000.00	135,000.00	GT			135,000.00	



LAUDERDALE COUNTY WORK DEVELOPMENT CENTER ASI07-11

06- WOODS & PLASTICS

Printed:
10/15/2024 14:06

TOTALS to SUMMARY SHEET				1,000.00		1,000.00						2,000.00	
DESCRIPTION	QTY	U	LABOR U-P	LABOR AMOUNT	MAT'L U-P	MAT'L AMOUNT	SUB U-P	SUB AMOUNT	SUB NAME	EQUIP U-P	EQUIP AMOUNT	TOTAL AMOUNT	NOTES
06 1000 - ROUGH CARPENTRY	1.00	ls	1,000.00	1,000.00	1,000.00	1,000.00						2,000.00	Blocking for OHD's



LAUDERDALE COUNTY WORK DEVELOPMENT CENTER ASI07-11
07- THERMAL & MOISTURE PROTECTION

Printed:
10/15/2024 14:06

TOTALS to SUMMARY SHEET											348,396.00				348,396.00	
DESCRIPTION	QTY	U	LABOR U-P	LABOR AMOUNT	MAT'L U-P	MAT'L AMOUNT	SUB U-P	SUB AMOUNT	SUB NAME	EQUIP U-P	EQUIP AMOUNT	TOTAL AMOUNT	NOTES			
WATERPROOFING SUB	1.00	ls					34,330.00	34,330.00	ESKOLA			34,330.00				
07 1300 - SHEET WATERPROOFING	1.00	ls														
07 1400 - FLUID-APPLIED AIR BARRIER	1.00	ls														
07 4213 - METAL WALL PANELS	1.00	ls					168,864.00	168,864.00	MRS			168,864.00				
ROOFING SUB	1.00	ls					138,702.00	138,702.00	Ridgeline			138,702.00				
07 5416 - (KEE) ROOFING	1.00	ls					0.00	0.00				0.00				
07 6200 - FLASHING AND TRIM	1.00	ls					0.00	0.00				0.00				
07 7100 - ROOF SPECIALTIES	1.00	ls					0.00	0.00				0.00				
07 7123 - GUTTERS AND DOWNSPOUTS	1.00	ls					0.00	0.00				0.00				
07 7200 - ROOF ACCESSORIES	1.00	ls					0.00	0.00				0.00				
07 9005 - JOINT SEALERS	1.00	ls					6,500.00	6,500.00				6,500.00				



LAUDERDALE COUNTY WORK DEVELOPMENT CENTER ASI07-11
14- HOISTS

Printed:
10/15/2024 14:06

TOTALS to SUMMARY SHEET	QTY	U	LABOR U-P	LABOR AMOUNT	MAT'L U-P	MAT'L AMOUNT	SUB U-P	SUB AMOUNT	SUB NAME	EQUIP U-P	EQUIP AMOUNT	TOTAL AMOUNT	NOTES
	1.00	ls					37,990.00	37,990.00	Deshazo			37,990.00	



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 **31st** day of **October**, **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.

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.**

**TO: Alabama Department of Finance
Real Property Management
Division of Construction Management**
770 Washington Avenue, Suite 444
Montgomery, Alabama 36104
(334) 242-4082 (ph)

CHANGE ORDER JUSTIFICATION

Change Order No. 02 Date: 10/22/2024

DCM (BC) No. 2020715

(A)	PROJECT NAME: Lauderdale County Work Development Center	LOCAL OWNER ENTITY NAME & ADDRESS: Lauderdale County Commission PO Box 1059 Florence, AL 35631						
	CONTRACTOR COMPANY NAME & ADDRESS: First Team Construction Co., Inc. PO Box 1267 Auburn, AL 36831	ARCHITECTURAL / ENGINEERING FIRM NAME & ADDRESS: Goodwyn Mills Cawood, LLC 2400 5th Avenue South, Ste. 200 Birmingham, AL 35233						
(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: Turbine Room Expansion - Extension of the high bay area to the east by 80'. Contractor's proposal is attached.							
	AMOUNT OF CHANGE: \$ <u>3,369,069.18</u> TIME EXTENSION: _____ CALENDAR DAYS							
(C)	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">ORIGINAL CONTRACT AMOUNT</td> <td style="width:33%;">PREVIOUS C.O.'s <u>1</u> THRU <u>1</u></td> <td style="width:33%;">CONTRACT AMOUNT PRIOR TO PROPOSED CHANGE ORDER</td> </tr> <tr> <td style="text-align: center;">\$ <u>25,667,700.00</u></td> <td style="text-align: center;">+ \$ <u>491,515.78</u></td> <td style="text-align: center;">= \$ <u>26,159,215.78</u></td> </tr> </table>		ORIGINAL CONTRACT AMOUNT	PREVIOUS C.O.'s <u>1</u> THRU <u>1</u>	CONTRACT AMOUNT PRIOR TO PROPOSED CHANGE ORDER	\$ <u>25,667,700.00</u>	+ \$ <u>491,515.78</u>	= \$ <u>26,159,215.78</u>
ORIGINAL CONTRACT AMOUNT	PREVIOUS C.O.'s <u>1</u> THRU <u>1</u>	CONTRACT AMOUNT PRIOR TO PROPOSED CHANGE ORDER						
\$ <u>25,667,700.00</u>	+ \$ <u>491,515.78</u>	= \$ <u>26,159,215.78</u>						
(D)	JUSTIFICATION FOR NEED OF CHANGE(S): Post bid, TVA informed the Owner they would be donating more equipment to the project and the current design is not adequate size to house the equipment. This includes a hydroelectric power generator and will be the only facility in the United States that will have the capability of training on this type of generator.							
(E)	JUSTIFICATION OF CHANGE ORDER vs. COMPETITIVE BID: See attached							
(F)	ARCHITECT / ENGINEER'S EVALUATION OF PROPOSED COST: 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.							
(G)	<p style="text-align: center;">CHANGE ORDER RECOMMENDED</p> <hr/> Goodwyn Mills Cawood, LLC ARCHITECTURAL / ENGINEERING FIRM NAME By: <u>Gary Owen, Jr.</u> ARCHITECT / ENGINEER'S SIGNATURE	<p style="text-align: center;">CHANGE ORDER JUSTIFIED AND APPROVED</p> <hr/> Lauderdale County Commission LOCAL OWNER ENTITY NAME By: <u>Danny Pettus</u> LOCAL OWNER'S SIGNATURE By: <u>Christopher A. Smith</u> LOCAL OWNER'S LEGAL COUNSEL'S SIGNATURE						

Justification of Change Order vs. Competitive Bid:

The generator is 20'W x 40'L x 16'H and weighs 300,000 lbs. The equipment is being delivered by TVA not later than January 6, 2024 and, as time is of the essence, it is in the public's best interest to include the extension of the building to accommodate this timing. Use of shared resources on site will allow proper coordination between contractors currently working on the site and the project will be minimally delayed. As an active contract is ongoing on site, having multiple contractors on site will be a detriment to the project schedule and Owner. Furthermore, this change order will save taxpayer dollars by not advertising and bidding, while also not delaying the project for the instructional programs at the facility.

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

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



Reviews

Lead Design Professional (LDP) Firm: Please note it is your responsibility to find out from the Local Project Owner whether or not the Local Project Owner used local funds to pay the Contractor for any previous payment applications, and if so, it is your responsibility to obtain a copy of such previous fully locally-funded payment applications and cancelled checks, 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 No

Form Filler's name: Alyssa Martin

Optional Participant 2's name:

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): Yes No *Attach a copy of all previous fully locally-funded payment applications and cancelled checks.*

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: Yes No

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: Yes No

Local Project Owner (LPO): Please note it is yours and/or your Legal Counsel's 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: Yes. 2: Yes.

K-12 CSFO or Univ. Accounting: 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.

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

Lauderdale County Commission
 102 South Court Street, Suite 600, 6th Floor
 P.O. Box 1059
 Florence, AL 35630
 (256) 760-5750
LAUD COUNTY WORKFORCE DEV CENTER FUND

First Metro Bank
 Florence, AL 35630
 61-395/622

1115

DATE	AMOUNT
09/30/2024	***1,024,964.90

PAY ONE MILLION TWENTY-FOUR THOUSAND NINE HUNDRED SIXTY-FOUR AND 90 / 100

TO THE ORDER OF FIRST TEAM CONSTRUCTION CO., INC.
 P O BOX 1267
 AUBURN, AL 36831

Danny Perkins



⑈ 1115⑈ ⑆062203955⑆

00110108⑈

ENDORSE HERE.

X

FOR DEPOSIT ONLY
FIRST TEAM CONSTRUCTION CO., INC.
 ACCT# 05103125

CHECK HERE IF MOBILE DEPOSIT
 DO NOT WRITE, STAPLE OR SIGN BELOW THIS LINE

*** SECURITY FEATURES LISTED BELOW EXCEED INDUSTRY STANDARDS ***

SECURITY FEATURE	DESCRIPTION FOR FEATURE
Void Photograph	The word "VOID" appears when copied or scanned. This is the word "VOID" in reverse, appearing in the left margin.
Heat Sensitive Lock Icon	Heat sensitive lock icon that will lock when heated to 100 degrees.
Color Adhesion	Color adhesion that prevents the ink from being rubbed off.
Train Watermark	Watermark of a train that is visible when held up to light.
Fluorescent Fibers	Fluorescent fibers that are visible when held up to light.
Chemical Reactivity	Chemical reactivity that prevents the ink from being rubbed off.
Colorful Background	Colorful background that is visible when held up to light.
Mirrored Border	Mirrored border that is visible when held up to light.
Micro Printing	Micro printing that is visible when held up to light.
Security Barcode	Security barcode that is visible when held up to light.

⑆062210091319710⑆

062202574 AuburnBank

MP

MP

ABC Form C-10

Aug-01

**APPLICATION AND
CERTIFICATE FOR
PAYMENT**

ESTIMATE No. 13

DATE: 9/20/2024

BC No. 2020715

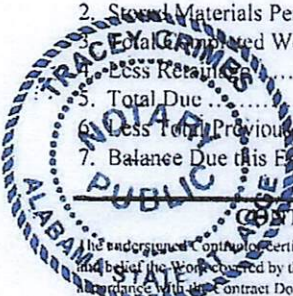
PSCA No. P009

Architect Project No. ABHM200035

TO OWNER: LAUDERDALE COUNTY COMMISSION P.O. BOX 1059 FLORENCE, AL 35631	PROJECT: LAUDERDALE COUNTY WORK DEVELOPMENT CENTER 250 CAREER DRIVE FLORENCE, AL 35634
FROM CONTRACTOR: FIRST TEAM CONSTRUCTION CO., INC. P.O. BOX 1267 AUBURN, ALABAMA 36831 Phone: (334) 502-7400	ARCHITECT/ENGINEER: GOODWYN MILLS CAWOOD, LLC 2400 5TH AVE S BIRMINGHAM, AL 35233

TOTAL ORIGINAL CONTRACT	\$	25,667,700
CHANGE ORDERS	\$	491,516
CONTRACT TO DATE	\$	26,159,216

1. Work Completed to date per Attached Schedule of Values			
AMOUNT COMPLETE	55.40%	\$ \$	14,492,167.10
2. Stored Materials Per attached inventory		\$	988,205.56
3. Total Work Completed and Stored Materials	59.18%	\$	15,480,372.66
4. Less Retainage		\$	653,980.40
5. Total Due		\$	14,826,392.26
6. Less Total Previous Payments to Contractor		\$	13,801,427.36
7. Balance Due this Estimate		\$	1,024,964.90



CONTRACTOR'S CERTIFICATION

I, the undersigned Contractor, certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not been received.

By Max White Date 9-24-24
Max White, Vice President

Sworn and subscribed before me this 24 (Title) day of Sept 2024
Tracey Grimes
Notary Public My Commission Expires July 24, 2027

ARCHITECT'S CERTIFICATION

In accordance with Contract Documents, the Architect certifies to the Owner that, to the best of the Architect's knowledge and belief, the Work has progressed to the point indicated herein, the quality of the work is in accordance with the contract documents, and the Contractor is entitled to payment of the amount approved.

GOODWYN MILL CAWOOD, LLC
(Architect)

By Handwritten Signature

Date 09.26.2024

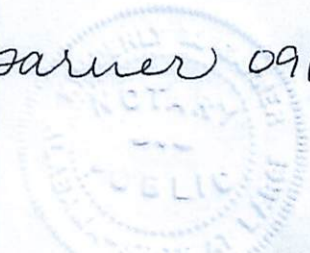
REVIEW AND APPROVALS

Approved by _____
Owner

Approved by _____

Danny Letton 9/30/24
Signature Date
Brenda Bryant 9/30/24
Signature Date

Kimberly Garner 09/30/24



APPLICATION AND CERTIFICATE FOR PAYMENT
CONTINUATION SHEET

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

From Contractor:
FIRST TEAM CONSTRUCTION CO., INC.
P.O. BOX 1267
AUBURN, ALABAMA 36831

APPLICATION NO: 13
APPLICATION DATE: 9/20/2024
PERIOD TO: 9/25/2024
ARCHITECT'S PROJECT NO: ABHM200035

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALVE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
DIV. 1 GENERAL REQUIREMENTS								
1A	Mobilization and Job Setup	90,000.00	90,000.00	-	-	90,000.00	100%	-
1B	Bonds, Insurance, and Fees	315,000.00	315,000.00	-	-	315,000.00	100%	-
1C	Supervision	390,000.00	195,000.00	37,000.00	-	232,000.00	59%	158,000.00
1D	GC Tools & Equipment - Monthly Cost	110,000.00	55,500.00	9,000.00	-	64,500.00	59%	45,500.00
1E	Toilets & Dumpsters - Monthly Cost	70,400.00	35,350.00	6,500.00	-	41,850.00	59%	28,550.00
1F	Truck Expense, Gas/Oil - Monthly Cost	35,200.00	17,500.00	3,250.00	-	20,750.00	59%	14,450.00
1G	Office Trailer	25,300.00	16,400.00	1,100.00	-	17,500.00	69%	7,800.00
1H	Temp. Utilities & Telephone Services	22,950.00	11,500.00	2,150.00	-	13,650.00	59%	9,300.00
1I	Layout	3,600.00	3,500.00	-	-	3,500.00	100%	-
1K	Final Cleanup	28,100.00	-	-	-	-	0%	28,100.00
1L	Safety Equipment	87,350.00	43,750.00	8,000.00	-	51,750.00	59%	35,600.00
1M	Scheduling	16,500.00	9,550.00	1,000.00	-	10,550.00	64%	5,950.00
1N	Temporary Fencing	33,600.00	16,850.00	2,000.00	-	18,850.00	56%	14,950.00
1O	Job Sign	750.00	750.00	-	-	750.00	100%	-
1P	Job Photos	1,000.00	500.00	85.00	-	585.00	59%	415.00
1Q	Floor Protection	22,800.00	-	-	-	-	0%	22,800.00
1R	Construction Cleanup	45,230.11	22,450.00	4,250.00	-	26,700.00	59%	18,530.11
1S	Punchlist	10,000.00	-	-	-	-	0%	10,000.00
1T	Reproduction Expense	5,000.00	5,000.00	-	-	5,000.00	100%	-
1U	Weather Reports	2,200.00	1,095.00	200.00	-	1,295.00	59%	905.00
1V	Advertisements	500.00	-	-	-	-	0%	500.00
1W	Knox Box	800.00	-	-	-	-	0%	800.00
1X	Misc Materials	5,500.00	2,750.00	500.00	-	3,250.00	59%	2,250.00
1Y	Jobsite Fuel	65,100.00	32,450.00	6,000.00	-	38,450.00	59%	26,650.00
1Z	Construction Software	14,995.00	14,995.00	-	-	14,995.00	100%	-
1AA	Mock Up Wall	5,000.00	2,000.00	-	-	2,000.00	40%	3,000.00
1BB	Allowance #1 - Contingency	1,000,000.00	263,341.03	-	-	263,341.03	26%	736,658.97
1CC	Allowance #2 - Emergency Responder Radio	65,000.00	-	-	-	-	0%	65,000.00
1DD	Allowance #3 - LTD Aid to Construction	220,000.00	-	202,233.00	-	202,233.00	92%	17,767.00
1EE	Allowance #4 - Permanent Cores	10,000.00	-	-	-	-	0%	10,000.00
SUBTOTALS THIS PAGE		\$ 2,701,775.11	\$ 1,155,031.03	\$ 283,268.00	\$ -	\$ 1,438,299.03		\$ 1,263,476.08
SUBTOTALS BROUGHT FORWARD		\$ 2,701,775.11	\$ 1,155,031.03	\$ 283,268.00	\$ -	\$ 1,438,299.03		\$ 1,263,476.08

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Div. 1	Unit Prices								
1FF	30A Busway Connect - 10EA	\$	31,350.00		-	-	-	0%	
1GG	80A Busway Connect - 10EA	\$	36,080.00		-	-	-	0%	
1HH	Undercutting - 6000CY	\$	198,000.00	\$	117,899.10	-	117,899.10	60%	
1II	Mass Rock - 500CY	\$	68,750.00		-	-	-	0%	
1JJ	Mass Earth Excavation - 5000CY	\$	110,000.00		-	-	-	0%	
1KK	Trench Excavation - 2500CY	\$	55,000.00		-	-	-	0%	
1LL	Trench Rock - 500CY	\$	82,500.00		-	-	-	0%	
1MM	R&R Mass Fill, Onsite - 5000CY	\$	82,500.00		-	-	-	0%	
1NN	Select Fill - 5000CY	\$	110,000.00		-	-	-	0%	
1OO	Additional Topsoil, Onsite - 2500CY	\$	41,250.00		-	-	-	0%	
1PP	Tench Backfill - 500CY	\$	11,000.00		-	-	-	0%	
1QQ	Stone Fill #2 - 250Ton	\$	8,800.00		-	-	-	0%	
1RR	Stone Fill #57 - 250TN	\$	8,800.00		-	-	-	0%	
1SS	Stone Fill Crusher Run - 250TN	\$	8,250.00		-	-	-	0%	
1TT	Stone Fill 825B - 250TN	\$	8,250.00		-	-	-	0%	
1UU	Tensor BX1200 Geogrid - 2500SY	\$	6,875.00		-	-	-	0%	
1VV	Mirafi 600X Geotextile - 2500SY	\$	6,875.00		-	-	-	0%	
1WW	Mirafi 180N Filter Fabric - 2500SY	\$	6,875.00		-	-	-	0%	
1XX	Mirafi HP 270 Filter Fabric - 2500SY	\$	9,750.00		-	-	-	0%	
1YY	Class II Rip Rap - 250TN	\$	11,000.00		-	-	-	0%	
1ZZ	Filter Fabric for Above - 2500SY	\$	11,000.00		-	-	-	0%	
1AAA	Backhoe & Operator - 40Hr	\$	6,600.00		-	-	-	0%	
1BBB	Hydroseed - 5AC	\$	22,000.00		-	-	-	0%	
1CCC	Seed & Mulch - 5AC	\$	13,750.00		-	-	-	0%	
1DDD	Lime Sablization - 5000SY	\$	44,000.00	\$	41,075.08	-	41,075.08	93%	
1EEE	Clear & Grub - 5 AC	\$	26,400.00		-	-	-	0%	
1FFF	Silt Fence - 1000LF	\$	5,225.00		-	-	-	0%	
1GGG	Tree & Stump - -18" - 10EA	\$	11,000.00	\$	11,000.00	-	11,000.00	100%	
1HHH	Tree & Stump - +18" - 10EA	\$	13,200.00	\$	13,200.00	-	13,200.00	100%	
SUBTOTALS THIS PAGE		\$	1,055,080.00	\$	183,174.18	\$	-	\$	183,174.18
SUBTOTALS BROUGHT FORWARD		\$	3,756,855.11	\$	1,338,205.21	\$	283,268.00	\$	1,621,473.21
		\$		\$		\$		\$	
		\$		\$		\$		\$	

DIV. 3 CONCRETE								
Cast In Place Concrete								
3A	Fabricated Rebar - Materials	562,500.00	562,500.00	-	-	562,500.00	100%	-
3B	Footing Concrete - Material	377,000.00	377,000.00	-	-	377,000.00	100%	-
3C	Foundation Labor	287,000.00	287,000.00	-	-	287,000.00	100%	-
3D	Concrete Walls - Material	286,500.00	286,500.00	-	-	286,500.00	100%	-
3E	Concrete Walls - Labor	1,280,500.00	1,280,500.00	-	-	1,280,500.00	100%	-
3F	SOG - Interior Concrete	337,750.00	337,750.00	-	-	337,750.00	100%	-
3G	SOG - Prep Labor	43,500.00	43,500.00	-	-	43,500.00	100%	-
3H	SOG - Place & Finish	99,500.00	99,500.00	-	-	99,500.00	100%	-
3I	Suspended Slab - Material	69,500.00	69,500.00	-	-	69,500.00	100%	-
3J	Suspended Slab - Labor	37,050.00	37,050.00	-	-	37,050.00	100%	-
3K	Concrete Equipment	92,000.00	88,000.00	6,000.00	-	92,000.00	100%	-
3L	Tie & Stage Rebar	105,000.00	105,000.00	-	-	105,000.00	100%	-
3M	Wire Mesh, Poly, & Forms - Materials	57,000.00	54,500.00	2,500.00	-	57,000.00	100%	-
3N	Concrete Forms	34,000.00	30,500.00	3,500.00	-	34,000.00	100%	-
3O	Slab On Grade - Stone Fill	51,500.00	51,500.00	-	-	51,500.00	100%	-
3P	Slab On Grade - Exterior Concrete - Material	2,500.00	-	-	-	-	0%	2,500.00
3Q	Slab on Grade - Exterior Concrete - Labor	8,000.00	-	-	-	-	0%	8,000.00
3R	Sealed and Polished Concrete	157,500.00	-	-	-	-	0%	157,500.00
3S	Stair/Step Concrete	7,000.00	3,500.00	3,500.00	-	7,000.00	100%	-
SUBTOTALS THIS PAGE		\$ 3,895,300.00	\$ 3,711,800.00	\$ 15,500.00	\$ -	\$ 3,727,300.00		\$ 168,000.00
SUBTOTALS BROUGHT FORWARD		\$ 7,652,155.11	\$ 5,050,005.21	\$ 298,768.00	\$ -	\$ 5,348,773.21		\$ 2,303,381.90

DIV. 4	MASONRY								
4A	Fabricated Rebar - Masonry Materials	115,000.00	115,000.00	-	-	115,000.00	100%	-	
4B	Reinforcing - Masonry Materials	15,500.00	15,500.00	-	-	15,500.00	100%	-	
4C	CMU - Acc. & Insulation Materials	7,500.00	7,500.00	-	-	7,500.00	100%	-	
4D	CMU - Mortar Materials	15,500.00	15,500.00	-	-	15,500.00	100%	-	
4E	CMU - Mortar Sand	13,500.00	13,500.00	-	-	13,500.00	100%	-	
4F	CMU - Grout Fill Materials	27,500.00	27,500.00	-	-	27,500.00	100%	-	
4G	CMU - Grout Fill - Install	24,500.00	24,500.00	-	-	24,500.00	100%	-	
4H	CMU - Block Materials	64,000.00	64,000.00	-	-	64,000.00	100%	-	
4I	CMU - Install	138,000.00	138,000.00	-	-	138,000.00	100%	-	
SUBTOTALS THIS PAGE		\$ 421,000.00	\$ 421,000.00	\$ -	\$ -	\$ 421,000.00		\$ -	
SUBTOTALS BROUGHT FORWARD		\$ 8,073,155.11	\$ 5,471,005.21	\$ 298,768.00	\$ -	\$ 5,769,773.21		\$ 2,303,381.90	
DIV. 5	METALS								
	Structural Steel								
5A	Structural Steel - Materials	1,625,000.00	1,625,000.00	-	-	1,625,000.00	100%	-	
5B	Structural Steel - Labor	505,000.00	502,500.00	-	-	502,500.00	100%	2,500.00	
5C	Structural Steel Equipment	28,500.00	28,500.00	-	-	28,500.00	100%	-	
5D	Grout Base Plate	5,500.00	5,500.00	-	-	5,500.00	100%	-	
SUBTOTALS THIS PAGE		\$ 2,164,000.00	\$ 2,161,500.00	\$ -	\$ -	\$ 2,161,500.00		\$ 2,500.00	
SUBTOTALS BROUGHT FORWARD		\$ 10,237,155.11	\$ 7,632,505.21	\$ 298,768.00	\$ -	\$ 7,931,273.21		\$ 2,305,881.90	
DIV. 6	Wood, Plastics, and Composites								
	Miscellaneous Rough Carpentry								
6A	Framing: Blocking	55,250.00	12,500.00	40,000.00	-	52,500.00	95%	2,750.00	
DIV. 7	Thermal and Moisture Protection								
7A	Dampproofing	105,500.00	-	40,000.00	-	40,000.00	38%	65,500.00	
7B	Waterproofing Membrane	102,000.00	102,000.00	-	-	102,000.00	100%	-	
7C	Foam Fill	14,500.00	-	14,500.00	-	14,500.00	100%	-	
7D	Caulking and Sealants	60,500.00	-	-	-	-	0%	60,500.00	
7E	Caulking - Fire Stopping	5,000.00	-	-	-	-	0%	5,000.00	
7F	Wall Panels	783,500.00	68,000.00	-	-	68,000.00	9%	715,500.00	
7G	TPO Roofing	687,175.00	535,000.00	52,000.00	-	587,000.00	85%	100,175.00	
DIV. 8	DOORS & HARDWARE								
8A	HM Frames - Material	55,500.00	55,500.00	-	-	55,500.00	100%	-	
8B	HM Doors - Material	25,000.00	-	-	-	-	0%	25,000.00	
8C	Wood Door - Material	42,500.00	-	-	-	-	0%	42,500.00	
8D	Door Hardware	78,194.00	-	-	-	-	0%	78,194.00	
8E	Set Door Frames	14,800.00	13,000.00	1,800.00	-	14,800.00	100%	-	
8F	Door Install	17,800.00	-	-	-	-	0%	17,800.00	
	Colling Doors								
8G	Colling Doors	67,063.00	-	-	-	-	0%	67,063.00	
DIV. 8	AL Storefronts								
8H	AL Storefronts	405,640.00	-	-	-	-	0%	405,640.00	
8I	Inspection	35,000.00	-	-	-	-	0%	35,000.00	
SUBTOTALS THIS PAGE		\$ 2,554,922.00	\$ 786,000.00	\$ 148,300.00	\$ -	\$ 934,300.00		\$ 1,620,622.00	
SUBTOTALS BROUGHT FORWARD		\$ 12,792,077.11	\$ 8,418,505.21	\$ 447,068.00	\$ -	\$ 8,865,573.21		\$ 3,926,503.90	

DIV. 9	FINISHES							
	Metal Studs and Drywall							
		50,480.00	42,500.00	-	-	42,500.00	84%	7,980.00
9A	Mobilization, Engineering, Layout, and Submittals	50,480.00	52,000.00	-	-	52,000.00	100%	-
9B	Exterior Metal Stud Framing - Material Level 1	49,500.00	45,000.00	2,500.00	-	47,500.00	96%	2,000.00
9C	Exterior Metal Stud Framing - Labor Level 1	38,000.00	32,000.00	6,000.00	-	38,000.00	100%	-
9D	Interior Metal Stud Framing - Material Level 1	36,000.00	-	28,000.00	-	28,000.00	78%	8,000.00
9E	Interior Metal Stud Framing - Labor Level 1	21,500.00	-	-	-	-	0%	21,500.00
9F	Drywall Finishing - Material Level 1	22,000.00	-	-	-	-	0%	22,000.00
9G	Drywall Finishing - Labor Level 1	37,450.00	37,450.00	-	-	37,450.00	100%	-
9H	Exterior Gypsum Wall Board Material - Level 1	30,650.00	24,500.00	6,150.00	-	30,650.00	100%	-
9I	Exterior Gypsum Wall Board Labor - Level 1	42,000.00	-	20,000.00	-	20,000.00	48%	22,000.00
9J	Interior Gypsum Wall Board Material - Level 1	41,200.00	-	-	-	-	0%	41,200.00
9K	Interior Gypsum Wall Board Labor - Level 1	12,000.00	8,000.00	1,500.00	-	9,500.00	79%	2,500.00
9L	Stocking Labor - Level 1	11,000.00	-	1,000.00	-	1,000.00	9%	10,000.00
9M	Clean-up Labor - Level 1	74,735.00	-	10,000.00	-	10,000.00	13%	64,735.00
9N	Supervision, Equipment, and Transportation - Level 2	64,000.00	64,000.00	-	-	64,000.00	100%	-
9O	Exterior Metal Stud Framing - Material Level 2	45,490.00	43,000.00	2,490.00	-	45,490.00	100%	-
9P	Exterior Metal Stud Framing - Labor Level 2	22,000.00	10,000.00	12,000.00	-	22,000.00	100%	-
9Q	Interior Metal Stud Framing - Material Level 2	20,650.00	-	15,000.00	-	15,000.00	73%	5,650.00
9R	Interior Metal Stud Framing - Labor Level 2	12,500.00	-	-	-	-	0%	12,500.00
9S	Drywall Finishing - Material Level 2	22,200.00	-	-	-	-	0%	22,200.00
9T	Drywall Finishing - Labor Level 2	9,100.00	5,000.00	4,100.00	-	9,100.00	100%	-
9U	Exterior Gypsum Wall Board Material - Level 2	6,700.00	3,000.00	3,700.00	-	6,700.00	100%	-
9V	Exterior Gypsum Wall Board Labor - Level 2	27,200.00	-	-	-	-	0%	27,200.00
9W	Interior Gypsum Wall Board Material - Level 2	30,540.00	-	-	-	-	0%	30,540.00
9X	Interior Gypsum Wall Board Labor - Level 2	9,800.00	5,000.00	2,000.00	-	7,000.00	71%	2,800.00
9Y	Stocking Labor - Level 2	8,800.00	-	1,000.00	-	1,000.00	11%	7,800.00
9Z	Clean-up Labor - Level 2	38,500.00	3,000.00	5,000.00	-	8,000.00	21%	30,500.00
9AA	Supervision, Equipment, and Transportation - Level 2	72,500.00	-	-	-	-	0%	72,500.00
9BB	Drywall Ceilings - Level 1	6,950.00	-	-	-	-	0%	6,950.00
9CC	Drywall Ceilings - Level 2							
	Insulation							
9DD	Batt Insulation Level 1	43,730.00	-	-	-	-	0%	43,730.00
9EE	Batt Insulation Level 2	68,270.00	-	-	-	-	0%	68,270.00
	Acoustical Panel Ceilings							
9FF	Acoustical Ceilings - Level 1	47,250.00	-	-	-	-	0%	47,250.00
9GG	Acoustical Ceilings - Level 2							
	Flooring							
9HH	Tile Material and Labor	48,740.00	-	-	-	-	0%	48,740.00
9II	Resilient Flooring	81,789.00	-	-	-	-	0%	81,789.00
	Interior Painting							
9JJ	HM Doors, Frames, Stairs and Rails	24,500.00	-	-	-	-	0%	24,500.00
9KK	Exposed Ceiling and Gyp Ceilings	27,000.00	-	-	-	-	0%	27,000.00
9LL	Gyp and Masonry Walls Level 1	62,000.00	-	-	-	-	0%	62,000.00
9MM	Gyp and Masonry Walls Level 2	45,757.00	-	-	-	-	0%	45,757.00
	SUBTOTALS THIS PAGE	\$ 1,392,201.00	\$ 374,450.00	\$ 120,440.00	\$ -	\$ 494,890.00		\$ 897,311.00
	SUBTOTALS BROUGHT FORWARD	\$ 14,184,278.11	\$ 8,792,955.21	\$ 567,508.00	\$ -	\$ 9,360,463.21		\$ 4,823,814.90

DIV. 10	SPECIALTIES							
	Marker & Tack Boards							
10A	Materials	980.00		-	-	-	0%	980.00
10B	Install	4,150.00		-	-	-	0%	4,150.00
	Signage							
10C	Materials	21,970.00		-	-	-	0%	21,970.00
10D	Install	1,975.00		-	-	-	0%	1,975.00
	First Aid Kits							
10E	Materials	1,500.00		-	-	-	0%	1,500.00
10F	Install	400.00		-	-	-	0%	400.00
	Toilet Accessories							
10G	Materials	3,950.00		-	-	-	0%	3,950.00
10H	Install	7,550.00		-	-	-	0%	7,550.00
	Fire Extinguishers and Cabinets							
10I	Materials	5,725.00	4,735.00	-	-	4,735.00	83%	990.00
10J	Install	6,000.00		-	-	-	0%	6,000.00
	Flagpoles							
10K	Flagpoles	7,240.00		-	-	-	0%	7,240.00
	Wall guards							
10L	Wall Guards	4,550.00		-	-	-	0%	4,550.00
	Folding Partitions							
10M	Folding Partitions	25,100.00		-	-	-	0%	25,100.00
	Projection Screens							
10N	Projection Screens	33,500.00	28,300.00	-	-	28,300.00	84%	5,200.00
	Toilet Partitions							
10O	Materials	17,500.00		-	-	-	0%	17,500.00
10P	Install	4,800.00		-	-	-	0%	4,800.00
DIV. 12	FURNISHINGS							
12A	Blinds	7,850.00		-	-	-	0%	7,850.00
	Casework							
12B	Plastic Laminate Casework - Material	100,000.00		-	36,000.00	36,000.00	36%	64,000.00
12C	Plastic Laminate Casework - Installation	53,500.00		-	-	-	0%	53,500.00
	SUBTOTALS THIS PAGE	\$ 308,240.00	\$ 33,035.00	\$ -	\$ 36,000.00	\$ 69,035.00		\$ 239,205.00
	SUBTOTALS BROUGHT FORWARD	\$ 14,492,518.11	\$ 8,825,990.21	\$ 567,508.00	\$ 36,000.00	\$ 9,429,498.21		\$ 5,063,019.90

DIV. 13	SPECIAL CONSTRUCTION								
13A	Aluminum Walkway	185,000.00		-	-	-	0%	185,000.00	
Div 14	Hydraulic Elevator								
14A	Hydraulic Elevator	128,820.00	71,808.00	-	-	71,808.00	56%	57,012.00	
14B	Bridge Crane	325,500.00	65,927.50	-	-	-	0%	325,500.00	
DIV. 21	FIRE PROTECTION								
15A	Sprinkler System	295,000.00	131,694.20	45,000.00	-	176,694.20	60%	118,305.80	
DIV. 22	PLUMBING								
15B	Job Set up/ Mobilization	35,000.00	35,000.00	-	-	35,000.00	100%	-	
15C	Rough-in Sanitary	195,000.00	190,000.00	-	-	190,000.00	97%	5,000.00	
15D	Revent	25,000.00	18,750.00	3,500.00	-	22,250.00	89%	2,750.00	
15E	Set Floor Drains	57,000.00	30,000.00	-	-	30,000.00	53%	27,000.00	
15F	Plumb INCS	65,000.00	-	-	-	-	0%	65,000.00	
15G	Domestic Water	225,000.00	115,000.00	-	-	115,000.00	51%	110,000.00	
15H	Set Fixtures	243,000.00	30,000.00	50,000.00	-	80,000.00	33%	163,000.00	
	SUBTOTALS THIS PAGE	\$ 1,779,320.00	\$ 688,179.70	\$ 98,500.00	\$ -	\$ 720,752.20		\$ 1,058,567.80	
	SUBTOTALS BROUGHT FORWARD	\$ 16,271,838.11	\$ 9,514,169.91	\$ 666,008.00	\$ 36,000.00	\$ 10,150,250.41		\$ 6,121,587.70	
DIV. 23	HVAC								
15I	Mobilization	35,000.00	35,000.00	-	-	35,000.00	100%	-	
15J	Fab Duct	185,000.00	110,000.00	40,000.00	-	150,000.00	81%	35,000.00	
15K	Rough-in Duct	275,000.00	169,460.00	30,000.00	-	199,460.00	73%	75,540.00	
15L	Set Equipment	975,000.00	10,000.00	57,061.90	481,721.63	548,783.53	56%	426,216.47	
15M	Rough-In Pipe	95,000.00	28,000.00	10,000.00	-	36,000.00	38%	59,000.00	
15N	HVAC Insulation	85,000.00	-	-	-	-	0%	85,000.00	
15O	Gilles	7,250.00	-	-	-	-	0%	7,250.00	
15P	Startup & Checkout	10,500.00	-	-	-	-	0%	10,500.00	
15Q	Test and Balance	18,000.00	-	-	-	-	0%	18,000.00	
	SUBTOTALS THIS PAGE	\$ 1,685,750.00	\$ 350,460.00	\$ 137,061.90	\$ 481,721.63	\$ 969,243.53		\$ 716,506.47	
	SUBTOTALS BROUGHT FORWARD	\$ 17,957,588.11	\$ 9,864,629.91	\$ 803,069.90	\$ 517,721.63	\$ 11,119,493.94		\$ 6,838,094.17	

DIV. 26	IELECTRICAL	140,600.00	18,000.00	470,483.93	629,083.93	95%	35,916.07
16A	Power Equipment	665,000.00	69,000.00	-	69,000.00	10%	621,500.00
16B	Lighting Package	185,000.00	-	-	-	0%	185,000.00
16C	Fire Alarm Equipment/Install	280,500.00	-	-	-	0%	280,500.00
16D	Data Cabling/Intercom System	88,500.00	17,420.00	-	88,500.00	100%	-
16E	Primary Work/Transformer Pad	70,000.00	3,850.00	-	46,350.00	66%	23,650.00
16F	Mobilization/Temp Power/Lighting	305,000.00	-	-	13,250.00	20%	54,250.00
16G	Lighting Protection System	185,000.00	73,500.00	-	260,750.00	85%	44,250.00
16H	Main & Secondary Feeder Conduit/Wire	195,000.00	67,875.00	-	97,875.00	50%	97,125.00
16I	Site Lighting, Bases, and Conduit	85,000.00	-	-	85,000.00	100%	-
16J	Turbine Slab Rough-In	24,000.00	9,000.00	-	33,000.00	51%	32,000.00
16K	Turbine Wall Rough-In	122,500.00	-	-	61,500.00	50%	61,000.00
16L	Turbine Over Head	325,000.00	-	-	325,000.00	100%	-
16M	Level 1 A, B, C Slab Rough-In	210,000.00	77,540.00	-	77,540.00	37%	132,460.00
16N	Level 1 A, B, C Wall Rough-In	235,000.00	-	-	171,700.00	73%	63,300.00
16O	Level 1 A, B, C Overhead Conduit/Wire	145,900.00	-	-	-	0%	145,900.00
16P	Level 1 A, B, C Trim Out	185,000.00	-	-	-	0%	185,000.00
16Q	Level 2 A, B, C Wall Rough-In	189,800.00	30,000.00	-	100,000.00	50%	99,800.00
16R	Level 2 A, B, C Overhead Conduit/Wire	145,800.00	-	-	-	0%	145,800.00
16S	Level 2 A, B, C Trim Out	30,000.00	-	-	30,000.00	100%	-
16T	Clear and Grub	55,000.00	-	-	55,000.00	100%	-
16U	Grading	985,000.00	-	-	985,000.00	98%	20,000.00
16V	Erosion Control	85,000.00	-	-	83,500.00	98%	1,500.00
16W	Erosion Permitting and Inspection	18,000.00	-	-	14,500.00	81%	3,500.00
16X	Strip and Replace Topsoil	80,000.00	-	-	44,000.00	49%	46,000.00
16Y	Backfill Basement	67,500.00	-	-	67,500.00	100%	-
16Z	Sidewalk	97,300.00	-	-	-	0%	97,300.00
17A	Concrete Paving	185,750.00	-	-	185,750.00	0%	-
17B	Mobilization - Asphalt, Curb and Gutter	10,149.60	-	-	-	0%	10,149.60
17C	Dense Graded Base Stone	208,265.84	95,875.00	-	95,875.00	46%	112,390.84
17D	Curb and Gutter	137,175.55	-	-	-	0%	137,175.55
17E	Valley Gutter	11,432.36	-	-	-	0%	11,432.36
17F	Asphalt Paving	270,962.65	-	-	-	0%	270,962.65
17G	Striping & Signage	16,335.00	-	-	-	0%	16,335.00
17H	Landscaping	365,030.00	-	-	-	0%	365,030.00
17I	Storm	315,000.00	262,664.00	-	262,664.00	83%	52,336.00
17J	Sewer	265,000.00	114,289.00	-	114,289.00	43%	150,711.00
17K	Domestic Water	52,110.89	4,816.80	-	4,816.80	9%	47,294.09
17L	Fire Line	175,000.00	88,374.60	-	88,374.60	50%	86,625.40
17M	Gravel and Drains	45,100.00	20,000.00	-	20,000.00	44%	25,100.00
SUBTOTALS THIS PAGE \$		7,710,111.89	3,127,814.40	470,483.93	3,904,068.33	\$	3,806,043.56
SUBTOTALS BROUGHT FORWARD \$		25,667,700.00	12,992,444.31	988,205.56	15,023,582.27	\$	10,644,137.73
CO #1	ASI #1 Changes	491,515.78	390,882.89	-	390,882.89		100,632.89
SUBTOTALS BROUGHT FORWARD \$		26,159,215.78	13,383,327.20	988,205.56	15,414,445.16	#VALUE!	10,744,770.62

INVENTORY OF STORED MATERIALS

Project: LAUDERDALE WORK DEVELOPMENT CENTER

For Estimate No.: 13

For Period Beginning: August 25, 2024

Contractor: FIRST TEAM CONSTRUCTION CO., INC.

Ending: September 25, 2024

B.C. # 2020715

A Description	B Materials Stored Last period	C Purchased This Period	D Total Columns B + C	E Materials Used This Period	F Materials Presently Stored
Power Equipment	\$ 470,483.93	\$ -	\$ 470,483.93	\$ -	\$ 470,483.93
HVAC Equipment	\$ 481,721.63	\$ -	\$ 481,721.63	\$ -	\$ 481,721.63
Casework	\$ 36,000.00	\$ -	\$ 36,000.00	\$ -	\$ 36,000.00
			\$ -		
TOTALS	\$ 988,205.56	\$ -	\$ 988,205.56	\$ -	\$ 988,205.56
			Verify \$	988,205.56	OK

SCHEDULE OF CCR's

In support of Periodical Estimate for Partial Payment No. 12

Contractor: First Team Construction Company

CONTRACT CHANGE REQUEST		ADDITIONS			DEDUCTIONS
Number (1)	Date (2)	Authorized Amount (3)	Amount this Period (4)	Completed Previous Periods (5)	Authorized Deductions (6)
CO#1	01/11/24	\$ 491,515.78	\$ 55,350.00	\$ 335,532.89	
TOTALS		491,515.78	55,350.00	335,532.89	0.00

Total Approved Net 491,515.78



VENDOR (2913) FIRST TEAM CONSTRUCTION CO., INC.

CHECK DATE	CHECK NUMBER	PAGE
09/30/2024	1115	1 OF 1

INVOICE NUMBER	INVOICE DATE	PO NUMBER	ACCOUNT NUMBER	DESCRIPTION	INVOICE AMOUNT
ESTIMATE 13	09/20/24		222-58130-527	ABHM200035	1,024,964.90

1,024,964.90

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

Lauderdale County Commission
 102 South Court Street, Suite 600, 6th Floor
 P.O. Box 1059
 Florence, AL 35630
 (256) 760-5750

First Metro Bank
 Florence, AL 35630
 61-395/622

1115

LAUD COUNTY WORKFORCE DEV CENTER FUND

DATE	AMOUNT
09/30/2024	***1,024,964.90

PAY ONE MILLION TWENTY-FOUR THOUSAND NINE HUNDRED SIXTY-FOUR AND 90 / 100

TO THE ORDER OF FIRST TEAM CONSTRUCTION CO., INC.
 P O BOX 1267
 AUBURN, AL 36831



⑈ 1115 ⑈ ⑆062203955⑆

00110108⑈

VENDOR (2913) FIRST TEAM CONSTRUCTION CO., INC.

CHECK DATE	CHECK NUMBER	PAGE
09/30/2024	1115	1 OF 1

INVOICE NUMBER	INVOICE DATE	PO NUMBER	ACCOUNT NUMBER	DESCRIPTION	INVOICE AMOUNT
ESTIMATE 13	09/20/24		222-58130-527	ABHM200035	1,024,964.90

CHECK AMOUNT: 1,024,964.90

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

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).

COMMENT HISTORY



PSCA K-12/Univ Mod Ch Order draft by alyssa.martin@gmcnetwork.com

Sender: Alabama RPM Team

Envelope Id: 3bdcf6ad-fab1-4ae8-a912-76556f956a69

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Date Sent: 10/22/2024 | 9:00:43 AM

Date Completed: 11/21/2024 | 4:40:50 PM

All Recipients

Alyssa Martin -11/8/2024 | 11:52:05 AM
alyssa.martin@gmcnetwork.com

Need to correct the email address for Sommer Coleman. it should read as sommer.coleman@volkert.com

The email in the system currently is missing the "t"

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission is entering into a Memorandum of Understanding with the City of Florence; and

WHEREAS, the Memorandum of Understanding outlines the terms, provisions and responsibilities of all parties as the City of Florence will be answering calls concerning animal control for Lauderdale County; and

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission to approve the terms and conditions of this Memorandum of Understanding. This 5-year agreement will be attached to the minutes.

Done this the 28th day of October, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

MEMORANDUM OF UNDERSTANDING

BETWEEN LAUDERDALE COUNTY AND THE CITY OF FLORENCE

Lauderdale County ("County") has requested that the City of Florence ("City") provide animal control services in Lauderdale County pursuant to the following terms and conditions:

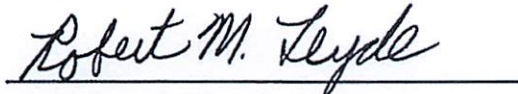
- 1. The County will appropriate \$100,000.00 to the City annually to contribute to the cost of operating the animal shelter, and will pay the City \$150,000.00 annually to provide animal control services in Lauderdale County as set forth in this Memorandum of Understanding for a period of five (5) years beginning October 1, 2024, and ending on September 30, 2029. The city agrees to provide two animal control officers for the purpose of providing animal control services throughout Lauderdale County.**
- 2. From 7:00 a.m. until 5:00 p.m., seven (7) days per week, the City will respond to all animal control/service calls throughout Lauderdale County. The city will respond to calls regarding (a) dogs and cats running at large, (b) dogs and cats injured in public rights of way, and (c) calls from the Lauderdale County Sheriff's Department to assist in handling and controlling dogs and cats. Calls involving large or exotic animals shall be referred to the Lauderdale County Sheriff's Department and/or the County.**
- 3. From 5:00 p.m. until 7:00 a.m., seven (7) days per week, the City will respond to animal control/service calls throughout Lauderdale County regarding (a) dogs and cats running at large (b) dogs and cats injured in public rights of way and (c) calls from the Lauderdale County Sheriff's Department to assist in handling and controlling dogs and cats. Calls involving large or exotic animals shall be referred to the Lauderdale County Sheriff's Department and/or the County.**
- 4. The animal control officers will not issue any citations outside of the city limits. The animal control officers will cooperate with the Lauderdale County Sheriff's Deputy in investigations related to any animal control issues.**
- 5. The animal control officers will not go on private property in the performance of their duties under this MOU unless they have the property owner's permission or unless the Sheriff's Department is present and has the legal authority to enter onto such property.**
- 6. During the term of this Memorandum of Understanding, the City and the County will explore the possibility of lowering the cost of animal control and shelter services in the City and County by building a surgery center at the animal shelter and hiring a veterinarian to work at the Shelter. The County hereby agrees to pay for the construction and equipping of the future surgery center at the animal shelter if it is built. The County will also consider contributing funds for other capital improvements in the future that could lead to further savings in the cost of animals control and shelter services.**
- 7. At the end of each one-year period during the term of this MOU, the City and County will review the terms herein and determine whether any revisions to the MOU are necessary. Either party to this MOU may cancel the MOU for any reason upon 90 days written notice to the other party.**

This the 28th day of October, 2024.

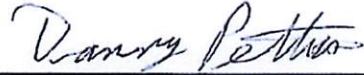


Mayor, CITY OF FLORENCE, ALABAMA

Attest:

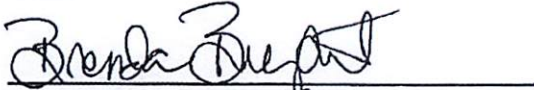


Its: CITY CLERK-TREASURER



Chairman, LAUDERDALE COUNTY

Attest:



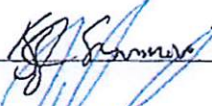
Its: County Admin

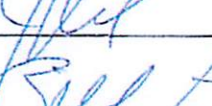
Sponsor: Mayor Betterton

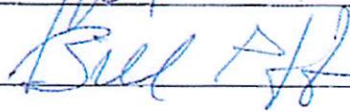
RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Memorandum of Understanding between the City of Florence and Lauderdale County regarding animal control services in the County is hereby approved, ratified and confirmed.

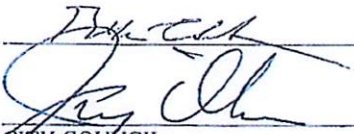
ADOPTED this 5TH day of NOVEMBER, 2024.







Michelle Popo Eubanks



CITY COUNCIL

APPROVED this 5TH day of NOVEMBER, 2024.



MAYOR

ADOPTED & APPROVED this 5TH day of NOVEMBER, 2024.



CITY CLERK - TREASURER

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, Lauderdale County Commission will enter into an agreement with the Alabama Department of Environment Management (ADEM) regarding the collection, management, disposal, and/or offering for beneficial use of discarded tires and regulated solid waste, funded by the Scrap Tire Fund, for work performed within the State of Alabama; and

WHEREAS, this agreement outlines the responsibilities of both parties and expires September 30th, 2027.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein approve the agreement with ADEM any budget amendment needed for this agreement.

Done this the 28th day of October, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

ATTACHMENT A

SCOPE OF SERVICES

This Scope of Services is applicable to the collection, management, recycling, beneficial re-use and, as a last resort, disposal of discarded scrap tires or scrap tire materials funded by the Alabama Scrap Tire Fund. The associated contractual agreement shall reimburse expenses associated with the services described below up to \$150,000 for the duration of the contract or until the contract is otherwise modified or terminated.

The Lauderdale County Commission shall furnish all necessary labor, supervision, equipment, tools, materials, supplies, and any other items or activities related to providing the following services:

- 1. The collection of discarded scrap tires or scrap tire materials from county right-of-way (ROW) locations:**
 - A. To be eligible for reimbursement under this scope of services, the above referenced locations (sites) cannot qualify as scrap tire sites or STSs (i.e., sites that contains more than 100 scrap tires) or unauthorized solid waste dumps or UADs as defined in ADEM Division 4 and 13 Regulations (i.e., sites that contains more than 10 cubic yards of regulated solid waste). If a site does qualify as a STS or a UAD, it is to be referred to the Department for its consideration and action.**
 - B. Discarded scrap tires or scrap tire materials shall only be collected from county ROW property, monitored collection centers and/or other locations where nonprofit organizations (e.g., Adopt-a-Mile, Adopt-a-Stream, PALS, Clean Water Partnerships, etc.) are conducting a cleanup.**
 - C. Subject to Department approval, the above services may be performed by nonprofit organizations (such as those referenced above) in lieu of the County.**
 - D. All collected scrap tires or scrap tire materials shall be transported to the sites referenced in Condition 1.E., as they become available and as approved by the Department.**
 - E. The Department is currently developing a network of tire processing operations in several locations throughout the state. As the availability of a processor in your area becomes available, the County will be required to transport all scrap tires or scrap tire materials managed under this contract to one of these locations unless the County can demonstrate to the Department that this requirement is unreasonable.**
- 2. The County may accept eight (8) or less tires from individuals (proven to reside in the county) at no charge to the individual, to be recycled along with those scrap tires or scrap tire material collected under this contract (see Conditions 1.B. and 3.A.).**

3. The proper management of the collected scrap tires or scrap tire materials in an appropriate manner until such time as they are recycled or disposed:
 - A. The County may establish monitored collection center(s) for scrap tires collected from the ROWs within its jurisdiction. Such collection centers will be subject to prior approval by the Department and will be subject to certain requirements and limitations.
4. The County shall transport the collected scrap tires or scrap tire material to a Department-approved recycling facility for beneficial re-use or, as a last resort, to a permitted disposal facility. All collected scrap tires and scrap tire material shall be transported to the sites referenced in Condition 1.E., as they become available and as approved by the Department.
5. The County will conduct site restoration activities to minimize erosion for those areas where soils have been disturbed by heavy machinery, if required.
6. The County will submit to the Department, no more than once per quarter, a Payment Request and supporting documentation for the collection, management, recycling, beneficial re-use, or disposal of all collected scrap tires or scrap tire materials:
 - A. The payment request must include, at a minimum, the following: appropriate receipts, labor and equipment breakdown and costs, current industry standard equipment rates, scrap tire manifests, end-user agreements, and any documents deemed by the Department to be relevant to the clean-up, recycling or disposal of scrap tires or scrap tire materials.
 - B. The Department will neither accept nor approve payment requests submitted outside of the current fiscal year, unless submitting for the fourth quarter of that current fiscal year.
7. The County shall use the Alabama Environmental Permitting and Compliance System's (AEPACS) external portal to receive and submit all documentation associated with this program going forward (see Condition 6.A.). All counties, County Commissioners and their authorized representatives, enrolled in the Scrap Tire ROW program will be given access to the AEPACS portal and instructions on how to use the external portal to complete and submit their required documentation.
8. The Department reserves the right to withhold reimbursement for any services deemed unrelated to the collection, management, recycling and disposal of discarded scrap tires or scrap tire materials such as overtime or weekend hours, supplementing of county employee salary, unreasonable equipment or employee costs, or any other cost deemed by the Department to be unrelated to the collection and disposal of scrap tires or scrap tire materials. The Scrap Tire ROW Program was established as a courtesy to help counties offset the costs associated with the removal of scrap tires found along their county right-of-ways. Before submitting a Payment Request, the responsible county personnel should contact the Department with questions regarding acceptable reimbursements.

This agreement shall remain valid from date of execution of the interagency cooperative agreement until 9/30/2027 12:00:00 AM.

Dear Commissioner Pettus:

This is to inform you that your fiscal year 2025 through 2027 (October 1, 2024-September 30, 2027) Scrap Tire Right of Way (STROW) contract is available for download. Please navigate to your documents tab from your AEPACS dashboard on the Lauderdale County Commission (ROW) site. Download the PDF, review and sign, and return utilizing the STROW Contract Upload Schedule from your AEPACS portal. Should you have any questions, please contact Matthew Boggan at rmboggan@adem.alabama.gov or (334) 271-7978 or Sydney Burchfield at sydney.burchfield@adem.alabama.gov or (334) 271-7729.

At the time of signing, please remember to date the document with the date signed.

Sincerely,

ADEM
Removals and Response Unit
STROW Team

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

**CONTRACTUAL AGREEMENT BETWEEN
LAUDERDALE COUNTY COMMISSION
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT**

This Agreement is entered into between Lauderdale County Commission (Contractor) and the Alabama Department of Environmental Management (Department). This Agreement will provide for the collection, management, disposal, and/or offering for beneficial use of discarded tires and regulated solid waste funded by the Scrap Tire Fund, for work performed within the State of Alabama.

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included in this Agreement as Attachment A, and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$150,000 for the services performed under this Agreement. Unless otherwise specified in the work-plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within thirty (30) days of expiration of this Agreement.

C. In the case of non-governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from \$3,000.00 to \$7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Procurement Law Sections 41-16-50 et. Seq. of the Code of Alabama, as amended.

D. The Contractor is aware of the critical time schedule for completion of the remediation work as described herein and that said work is to be completed in strict compliance with the remediation plan and hereby agrees to compensate the Department for damages caused by not completing the work specified or within the time period shown herein. The number of damages shall be calculated and retained by the Department from the sum due the Contractor. The Contractor hereby agrees that liquidated damages in the amount of \$250.00 per day may be retained and assessed against the Contractor for each and every day the completion of the work is delayed beyond the time specified date herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for costs associated with the delay to include the assignment of the project to another contractor, if deemed necessary by the Department. Furthermore, the Contractor hereby agrees that liquidated damages in an amount to be determined by the Department and calculated based on a minimum of \$500.00 up to 10 percent (10%) of the total contract price per breach or deviation from the contract or remediation plan and may be retained and/or assessed against the Contractor. The Contractor may for each and every said breach or deviation from the remediation plan be assessed liquidated damages as specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for the costs associated with any breach or deviation from the remediation plan and to include the cost of assignment of the project to another contractor for proper remediation consistent with said remediation plan, if deemed necessary by the Department.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed and shall terminate on 9/30/2027 12:00:00 AM. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the Scrap Tire Fund and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age, or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared, and an audit is performed as a result of OMB Uniform Guidance requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Uniform Guidance is applicable, the Subrecipient agrees that the Comptroller General of the United States or any of his/her duly authorized representatives, the EPA Office of Inspector General or any of his/her duly authorized representatives, the Director of the Department or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, (ninety days after), have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Subrecipient involving transactions related to this Agreement. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interview and discussion related to such documents. The Subrecipient agrees to provide access to any or all documents, papers, records and directly pertinent books of the Subrecipient involving transaction related to this Agreement upon written request from the Director of the Department.

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

19. Requisite Reviews and Approvals

Lauderdale County Commission acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Lauderdale County Commission shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. Lauderdale County Commission is entitled to no compensation for work performed prior to the effective date of this contract.

20. Immigration Affirmation

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

21. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

22. Suspension and Debarment

The Contractor certifies to the best of its knowledge and belief that it and the principals are in compliance with the requirements of 2 CFR 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this contract may result in the rejection of this proposal or termination of the award.

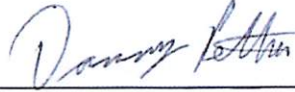
23. No Funds for Lobbying Clause.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

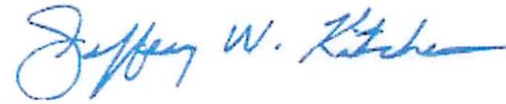
24. Economic Boycott

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

LAUDERDALE COUNTY COMMISSION

By: 
Danny Pettus,
Chairman

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By: 
Lance R. LeFleur,
Director

Digitally Signed By
Jeff Kitchens
08/30/2024, 12:09



As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the 28th day of October, 2024.

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Sheriff Department would like to request out of state travel approval for Jeffrey Tucker, Shane Keeton, and David Alfaro to Quantico, Virginia for October 6, 2024 through October 11, 2024 for Federal Bureau of Investigation Hostage Rescue Training and Close Quarters Battle Swat Training; and

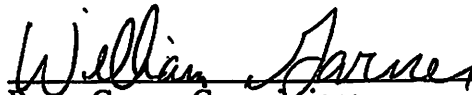
BE IT RESOLVED, the Lauderdale County Commission approves the Lauderdale County Sheriff Departments travel requests listed to Quantico, Virginia.

Done this the 28th day of October, 2024.

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 §

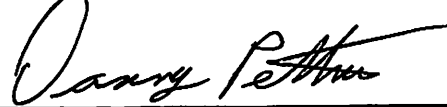
RESOLUTION

WHEREAS, the Lauderdale County Sheriff Department would like to request out of state travel approval for Julian Snell and Shane Keeton to Olive Branch, Mississippi for September 20, 2024 through September 27, 2024 for a Law Enforcement Total Breaching Course; and

BE IT RESOLVED, the Lauderdale County Commission approves the Lauderdale County Sheriff Departments travel requests listed for Olive Brance, Mississippi.

Done this the 28th day of October, 2024.

LAUDERDALE COUNTY COMMISSION



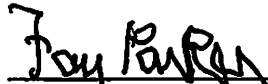
Danny Pettus, Chairman



Roger Garner, Commissioner

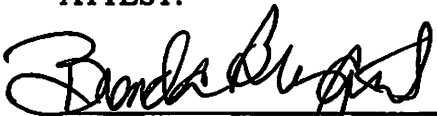


Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner